

Bid Corrigendum

GEM/2021/B/1436060-C1

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. **Bidder financial standing:** The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.
2. 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.
3. 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 %.
4. 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.
5. **NET WORTH:** Net Worth of the OEM should be positive as per the last audited financial statement.
6. **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.
7. Scope of supply (Bid price to include all cost components) : Only supply of Goods
8. Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.
9.
 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.
10. 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.

11. 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.
12. Buyer Added text based ATC clauses

INSTRUCTIONS TO BIDDERS (ITB) AND SPECIAL TERMS & CONDITIONS

- SAP ENQUIRY No.H112100027

1. Bidder shall submit Categorical Confirmation of this ITB as a token of acceptance of the PQC, Special Terms and Conditions and Technical Specifications 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/page/detail/34>)

3. All the terms and conditions mentioned in Special terms and conditions & Technical Specifications shall supersede any other similar terms quoted elsewhere.

4. **QUOTED PRICE:** - Bidder shall quote the Price inclusive of Inspection, Testing, Freight, Packing & Forwarding, Transit Insurance, GeM transaction charges, any other taxes and GST.

5. Contact Details: - For any Technical queries: Mr. K Tarakesh (0891-668 1136), For any commercial/GeM queries: Mr. MPSN Murthy (0891-668 1350)

6. SPECIAL TERMS AND CONDITIONS

A. DRAWINGS/QAP: - Bidder Shall submit signed and Stamped TDCs: 0:101 Rev.19 attached to enquiry along with offer in GEM portal as a token of acceptance to consider their offer.

B. INSPECTION: - - By IBR

After completion of Inspection at their works, suppliers need to send the color scan copies of IBR Forms, Inspection reports and other Test Reports applicable as per material specification & TDC to BHEL-HPVP for obtaining material dispatch clearance.

BHEL representative from HPVP Unit or Corporate Quality shall be entitled to carry out inspection of material and workmanship at supplier's premises or at his sub-contractor's premises at all reasonable times during execution of the contract and before dispatch clearance; Such inspection, examination and testing, if made, shall not absolve the vendor from his obligations under the contract.

C. CUSTOMER APPROVED MANUFACTURER: Offers from Approved Indian Manufacturers as per Annexure-D are only acceptable.

Offers from other Manufacturers registered with Sister Units of BHEL for similar type of items shall also be considered on submission of Valid BHEL Registration letter.

Offers of Stockists and Traders are also acceptable subject to Supply of Make as per Approved Manufacturers List (Annexure-D) and acceptance of BHEL Customer.

D. 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.

E. PRE-QUALIFICATION CRITERIA: Pre-Qualification Criteria(PQC) / Eligibility criteria: PQC / Eligibility criteria for vendor to participate against this Bid mentioned below is essential. Supporting documents need to be attached along with Technical bid, offers without proper supporting documents in line with the requirement shall not be considered for scrutiny.

a. Experience & Past performance in executing similar type of material in last 2 years (PO copies & Inspection release note preferably from PSU reckoned as supporting documents).

b. Financial Standing thru latest I.T.C.C. and Annual Report (Balance sheet, Profit & Loss account) of last 3 fiscal years.

c. PAN, TIN, GST Details.

The above stated Pre-Qualification Criteria is not applicable to those vendors who were already registered under PMD of BHEL-HPVP.

F. Other clauses like LD, Risk Purchase, Rejection etc shall be as GeM General terms and conditions.

G. 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.

H. Other clauses like LD, Risk Purchase, Rejection etc shall be as GeM General terms and conditions.

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:

1.2.1 The bidder/ supplier/ contractor commit 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.

1.2.2 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.

1.2.3 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.

1.2.4 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:

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):

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.

LIST OF BOQ ITEMS:

ENQ. ITEM SL. NO.	PRNO	PR ITEM No.	MATERIAL CODE	DESCRIPTION	PR UNIT	PR QTY
1	0100007442	100	151910100000	PIPE OD 33.4x 3.38 - SA335P22; IBR; TDC:0-101 Rev.19	MTRS	20
2	0100007563	20	151910120000	PIPE OD 33.4x 4.55 - SA335P22; IBR	MTRS	5
3	0100007442	60	150910110000	PIPE DIA 33.4 X 6.35 SA335P22; IBR; TDC:0-101 Rev.19	MTRS	5

4	0100007442	40	150910130000	PIPE OD 33.4 X 9.09 - SA335P22; IBR; TDC:0-101 Rev.19	MTRS	5
5	0100007442	80	151910200000	PIPE OD 48.3x 3.68- SA335P22; IBR; TDC:0-101 Rev.19	MTRS	5
6	0100007442	140	151910210000	PIPE OD 48.3x 7.14 - SA335P22; IBR; TDC:0-101 Rev.19	MTRS	5
7	0100007442 0100007563	30 70 150 40	151910400000	PIPE OD 60.3 X 8.74 - SA335P22; IBR; TDC:0-101 Rev.19	MTRS	45
8	0100007560	20	150911436000	PIPE OD 108.00 x 16.00 SA335P22; IBR	MTRS	5
9	0100007442	90	150911676000	PIPE OD 168.30 x 7.11 - SA335P22; IBR; TDC:0-101 Rev.19	MTRS	5
10	0100007442	110	150911126000	PIPE OD 168.30 x 10.97 x 6000 - SA335P22; IBR; TDC:0-101 Rev.19	MTRS	30
11	0100007560	40	156057570000	PIPE OD 323.9X25.4 SA335P11, IBR	MTRS	30
12	0100007560	30	156057560000	PIPE OD 355.6X27.79, SA335P22 IBR	MTRS	39
13	0100007442	120	159915146000	PIPE DIA 558.8 X 25.4 - SA335P22; IBR; TDC:0-101 Rev.19	MTRS	5
TOTAL					MTRS	204

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 specification 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.

*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.](#)