

Bid Corrigendum

GEM/2021/B/1148140-C26

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. Audited Balance sheet of bidder FOR last 3 years or from the date of incorporation if incorporation date is less than 3 months is required.
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): Required
Post Receipt Inspection at consignee site before acceptance of stores: Not applicable
3. After award of contract – Successful Bidder shall have to get Detailed Design Drawings approved from buyer before starting fabrication. Successful Bidder shall submit Detailed Design Drawings for Buyer's approval, within 15 days of award of contract. Buyer shall, either approve the drawings or will provide complete list of modification required in the drawings within 7 days. Seller shall be required to ensure supply as per approved Drawings with modifications as communicated by Buyer. If there is delay from buyer side in approval of drawing– the delivery period shall be refixed without LD for the period of delay in approval of Drawing.
4. Bidder/ Supplier/ Organization/ Proprietor/ ANY of the Director(s) shall not be banned or suspended or black listed by any Government / Public Sector Undertaking / Corporate organization or convicted in any Court of Law across India or declared Bankrupt or insolvent. A self declaration certificate must be uploaded in the GeM portal under Bidders Official Letter Head.
5. Bidder should be the Original Equipment Manufacturer. Letter of incorporation shall be submitted.
6. Bidder Turn Over Criteria: The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3 year old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
7. Bid reserved for Make In India products: Procurement under this bid is reserved for purchase from local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a local supplier, should be as per relevant notification / order issued by the nodal ministry as available on the website of Department of Promotion of Industries and Internal Trade (DPIIT). All bidders must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with

their bid, failing which the bid is liable to be rejected. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 29.5.2019. In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.

8. **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.
9. 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.
10. 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 %.
11. Buyer Organization specific Integrity Pact shall have to be complied by all bidders. Bidders shall have to upload scanned copy of signed integrity pact as per Buyer organizations policy along with bid. [Click here to view the file](#)
12. 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.
13. Buyer Added text based ATC clauses

Additional PQ requirement:

The Bidder should be an Original Equipment Supplier of Wagon Tippler machine, who has designed, manufactured, supplied, erected/ got erected minimum one (1) no. of Side Discharge Wagon Tippler machine suitable for tipping Indian Railway Wagons used for transportation of coal or other minerals as on date of bid opening.

Additional Clause regarding price to be quoted:

Charges for "Dismantling of Side Beam & other associated components, Handing over existing beams, Installation Services & E&C of new side beam along with re-erection of sub-assemblies incl. Demonstration of working & PG Testing for WT-4 & WT-5 Mcs" should be at least 15% of the total contract price (excluding "charges for Vetting of Design & FEM Model Analysis of the new side beam by Third party like IIT or other technical institution of repute")"

New link for Tech specs:

Link: <DOC/300421/101077>

Added on 19.06.21

Technical Specifications to be read along with Technical Corrigendum as per link below:

[DOC/190621/101169](#)

or

[File Download \(bhel.in\)](#)

Delivery:

Bidder Deviations:

120 days is very less for the job content as required in the contract. The work will be completed within 6 months from the date of receipt of technically & commercially clear order.

All BHEL reciprocal actions like: comments / approval / inspection etc, to be done within 7 days of bidder's submission/advice.

BHEL remarks: In view of urgency at site, Delivery schedule shall be as per Tender condition only i.e., 120 days.

Payment Terms shall be :

1) Terms of Payment for FEM Analysis:

90% along with 100% GST against submission of third party certification (as defined elsewhere in the contract) and balance 10% against completion of erection and commissioning of the Wagon Tippler.

2)Terms of Payment for Supply:

90% along with 100% GST and TCS against supply and balance 10% against completion of erection and commissioning of the Wagon Tippler .

3)Terms of Payment for Erection and Commissioning:

80% along with GST against erection, 10% along with GST against commissioning and balance 10% along with GST against completion of PG Test of Wagon Tippler.

The last 10% will be released either against completion of PG Test or 180 days from commissioning of Wagon Tippler, whichever is earlier.

All the payments will be made pro-rata machine-wise except for FEM part which will be made for the full value as mentioned in the payment terms above.

Warranty:

Warranty period of the supplied products shall be 1 year 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.

The seller should guarantee the rectification of goods, in case of any breakdown during the guarantee period.

Replacement under warranty clause shall be made by the Seller free of all charges at site including freight, insurance and other incidental charges.

warranty is restricted to the replaced beam and workmanship only, for a period of 1 year from the date of commissioning.

Earlier ATC warranty clause selected removed.

PBG:

As Warranty period being accepted is for 1 year and validity is 2 months beyond this, BG shall be returned after completion of validity period.

As No. of months of BG validity presently selected (30 months) cannot be edited in GeM, BG validity shall be read as 14 months.

Timely servicing / rectification of defects during warranty period:

After having been notified of the defects/ service requirement during warranty period, the seller has to complete the required service / rectification within 90 days time limit.

If the Seller fails to complete service / rectification within defined time limit, a penalty of 0.5% of unit price of the product shall be charged as penalty for each week of delay from the seller. Seller can deposit the penalty with the Buyer directly else the Buyer shall have a right to recover all such penalty amount from the Performance Security (PBG). Cumulative Penalty cannot exceed more than 10% of the total contract Value.

Earlier ATC timely rectification clause selected is removed.

Cumulative maximum LD shall be 10% on all accounts (for timely service and delay in completion).

14. EXPERIENCE CRITERIA : In respect of the filter applied for experience criteria, the Bidder or

- its OEM {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU / Public Listed Company for number of years as indicated in the bid document before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the year. In case of bunch bids, the primary product having highest value should meet this criteria.
15. For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:
 - a. Purchase Order copy along with Invoice(s) with self-certification by the bidder that supplies against the invoices have been executed.
 - b. Execution certificate by client with order value.
 - c. Any other document in support of order execution like Third Party Inspection release note, etc.
 16. Indian suppliers of this item are not allowed to participate and/ or compete in procurement by some foreign governments. Bidders / products from such countries are not eligible / not allowed to participate in this bid in terms of clause 1 (d) of Public Procurement (Preference to Make in India) Order, 2017
 17. 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.
 18. **NET WORTH:** Net Worth of the OEM should be positive as per the last audited financial statement.
 19. Scope of supply (Bid price to include all cost components) : Supply Installation Testing Commissioning of Goods and Training of operators and providing Statutory Clearances required (if any)
 20. 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 BHARAT HEAVY ELECTRICALS LIMITED Account No. 000205003783 IFSC Code ICIC0000002 Bank Name ICICI BANK LIMITED Branch address ICICI BANK TOWER, # 1, COMMISSARIAT ROAD, BANGALORE - 560025. 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.
 21.
 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.
 22. 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.
 23. 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 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](#)