

Bid Corrigendum

GEM/2021/B/1314512-C12

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. **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): Through Nominated TPIA
Post Receipt Inspection at consignee site before acceptance of stores: Not Applicable
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. Buyer Added text based ATC clauses
 - a. **Past Experience & Past Performance:** PQR criteria uploaded with specification shall prevail Value of Past Experience criteria and Past Performance parameter mentioned in GeM bid.
 - b. **Proof of PQR Qualification:** Bidders to ensure that Third party/Customer issued certificates being submitted as proof of PQR qualification should have verifiable details of document/certificate issuing authority such as Name & Designation of Issuing Authority and its organization contact number and E-mail Id. In case the same is found not available, BHEL has the right to reject such document from evaluation.
 - c. **End Customer Approval:** Bidder to note that this is a Conditional Tender Enquiry and the Price Bid Opening/ RA Participation shall be subject to Techno-Commercial Recommendation by BHEL & Approval of Bidder by End Customer. Vendor approval of unapproved bidders shall be taken up with customer for which bidders shall be asked to submit credentials for approval as per NTPC sub-vendor questionnaire, as applicable (Format enclosed in 'Buyer uploaded ATC Document' under GeM ATC).
 - d. **Scope of Unloading:** Evaluation shall be on the basis of total all inclusive, landed price at consignee destination as per GeM GTC (Cl. No. 6). However, bidders to note that unloading of items (at delivery point) in the scope of BUYER for subject bid and bidders to quote accordingly.
 - e. **Delivery schedule:**
 - i) **for Main Supply:** 120 days from Cat-I approval of applicable Drawing/document. Delivery

Period shall be re-fixed as 4 months from the date of BHEL clearance based on BHEL PMG / Site clearance.

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 7 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, drawing shall be revised by seller and re-submitted to BHEL 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 re-fixed without LD for the period of delay in approval of Drawing.

ii) **for Mandatory Spares:** 365 days from the date of P.O. shall be selected in the GeM Portal however, Delivery Period shall be re-fixed as 4 months from the date of BHEL clearance.

- f. **Performance Security:** Timely submission of Performance Security for the execution of the contract, "Bidder agrees to submit performance security required for execution of the contract within the time period mentioned. In case of delay in submission of performance security, enhance performance security which would include interest (SBI rate + 6%) 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".
- g. **Remote Inspection:** Due to COVID-19 pandemic condition prevailing in the country BHEL/PEM may go for Remote Inspection of Offered items if required. Vendors are requested to be equipped with the facilities/gadgets as indicated in the guidelines available at: <https://pem.bhel.com/Documents/VendorSection/Vendor/Guidelines.pdf>
- h. **Guarantee & Warranty:** Guarantee & Warranty time period shall be as 18 months from the date of last supply in the contract
- i. **Payment Terms:** For Supply Portion as per GeM GTC (cl. no. 12 (i)), i.e. 100% payment shall be released within ten (10) days of issue of Consignee Receipt-cum-Acceptance Certificate (CRAC) and on-line submission of bills. However, it may please be noted that while the CRAC is being updated on GeM, the payment to sellers is being made offline.
- j. **Price Break-up:** Bidders shall be asked to submit the break-up of prices before finalization of contract.
- k. **Restrictions under Rule 144 (xi) of the GFR 2017:** Compliance of model clauses as provided in Annexure-III of Ministry of Finance Order (Public Procurement No. 1) issued on 23/07/2020 shall be applicable for subject tender. Model Certificates provided in same Annexure-III shall also be complied. Further relevant clause of order no. 25-11/6/2018-PG dated 02/07/2020 issued by MoP shall also be complied. An undertaking regarding Model Clauses (as applicable from Annexure-III) shall be furnished along with bid documents.

- 6. Buyer uploaded ATC document [Click here to view the file.](#)
- 7. Data Sheet of the product(s) offered in the bid, are to be uploaded along with the bid documents. Buyers can match and verify the Data Sheet with the product specifications offered. In case of any unexplained mismatch of technical parameters, the bid is liable for rejection.
- 8. **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.
- 9. **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.

10. Scope of supply (Bid price to include all cost components) : Only supply of Goods
11. The bidder is required to upload, along with the bid, all relevant certificates such as BIS licence, type test certificate, approval certificates and other certificates as prescribed in the Product Specification given in the bid document.
12. 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](#)