

Bid Corrigendum

For supply of TREFOIL CLAMP for 1 X 660 MW BHUSAWAL TPP

GEM/2021/B/1407600-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:

Bid due date for this tender is also being extended as 17.08.2021, 03:00 PM. Please ensure submission of tender by due date & time on Gem Portal.

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): At vendor's works by BHEL TPIA
Post Receipt Inspection at consignee site before acceptance of stores: NA
2. 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.
3. 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.
4. 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 %.
5. **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.
6. **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.
7. 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.

8. 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.
9. Buyer Added text based ATC clauses
 1. This is a conditional tender enquiry. Financial bid opening (Part-II) of a bidder shall be subjected to the following:
 - i) Techno-Commercial evaluation by BHEL.
 - ii) Qualification of Technical PQR
 - iii) Offered item should mandatorily conform to PP-MII order provisions.
 2. For this procurement, the local content to categorize a supplier as a Class I Local Supplier / Class II Local Supplier / Non Local supplier and Purchase preference to Class I local supplier, is as defined in Public Procurement (Preference to Make in India), (PPP-MII) Order 2017 dt. 16/09/2020 issued by DPIIT. In case of subsequent orders issued by the nodal ministry, changing the definition of local content for the items of the NIT, the same shall be applicable even if issued after issue of this NIT, but before opening of Part-II bids against this NIT.

Regarding verification of local content, the local supplier at the time of tender, bidding or solicitation shall be required to provide certification as per para 9 of PP-MII order revision dated 16.09.2020.
3. The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

In case, the bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/guideline.
4. Compliance of model clauses as provided in Annexure-III of Ministry of Finance Order (Public Procurement No. 1) issued on 23.07.2020 (Restrictions under Rule 144 (xi) of the GFR 2017) 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 02.07.20 issued by MoP shall also be complied. An undertaking regarding Model Clauses (as applicable from Annexure-III) shall be furnished along with bid documents.
5. 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.
6. "This item /package/system falls under the list of items defined in para 3 of ministry of finance guideline date 20.09.16 (procurement of items related to public safety, health, critical security operations and Equipment's etc.) & hence criteria of prior experience /turnover shall be same for all bidders including start up /MSME".
7. Guarantee & Warranty: As per Cl. No. 10 of GTC on GeM for the bid. However, Guarantee & Warrantee time period shall be 18 months from the date of last supply in the contract.
8. Terms of Delivery: - As per cl. No. 13 of GTC on GeM (i.e. Free Delivery at site basis including loading/unloading). However, Transit insurance & unloading of items (at delivery point) shall be in the

scope of buyer. Bidder to quote prices accordingly.

Further, w.r.t. Transit Insurance, supplier has to inform the details of dispatches (such as Policy No., Consignee Name, Consignment Packing details, Project Name, Purchase Order No., LR No. & date, Invoice No. & date, Dispatch Origin & destination details etc.) to policy underwriter (whose details shall be shared post award of contract).

9. Evaluation shall be on the basis of total all inclusive, landed price at consignee destination (Refer cl. No. 6 of GTC on GeM). However, Transit insurance & unloading of items (at delivery point) shall be in the scope of buyer. Bidder to quote prices accordingly.

10. PQR criteria uploaded with specification shall prevail Value of Experience criteria and Past performance parameter mentioned in GeM bid.

11. "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>

Inspection call to be raised by bidder on BHEL CQIR portal (details shall be shared at the of execution of order) and Inspection agency shall attend at the inspection within seven (07) days of the date on which the material is notified as being ready. In case of delay in witnessing of inspection beyond stipulated time (i.e. 7 days from the date on which the material is notified as being ready), by BHEL arising due to reasons not attributable to vendor, BHEL will extend the delivery period for such delay in carrying out inspection. If BHEL is not able to witness inspection up to 15 days then in addition to delay beyond stipulated period, extension in delivery time of 07 days for arranging fresh inspection will be given.

When the tests have been satisfactorily completed at Seller/ Contractor's works, the Inspection Agency shall issue an inspection report that effect within seven (07) days after completion of the tests, but if the tests were not witnessed by the Inspection Agency or his representative, the material acceptance report would be issued within seven (07) days after receipt of the test certificates by the Purchaser.

Purchaser will issue MDCC to the Seller/ Contractor within 7 days based on inspection report/ test certificates/Certificate of Conformance as applicable. In case of delay in issuance of MDCC beyond 7 days stipulated time (i.e. from the date of successful inspection report), by BHEL arising due to reasons not attributable to vendor, BHEL will extend the delivery period for such delay in issuing MDCC. If BHEL is not able to issue MDCC up to 15 days then in addition to delay beyond stipulated period, 7 days' additional time shall be given to vendor to facilitate the vendor for arranging logistics arrangements.

12. Bidders shall be required to submit applicable Freight % & GST % included in their prices during clarification stage of Tender.

13. **Performance Bank Guarantee:** shall be as per Cl. No. 7 of GTC of GeM. Performance Security amount shall be @5% of the value of contract value. Initial ePBG Duration shall be 26 Months from the date of PO (6 months as Delivery period + 18 Months for Performance + 02 Months for claim period).

14. **Payment Terms:** As per clause no. 12 (i) of GTC on GeM. Supplier has to provide Tax invoice, Packing List, LR/RR, CRAC, Insurance intimation, Guarantee Certificate, E-way bill (as applicable) for payment. Provision of offline payment in GeM shall be utilized.

15. **Liquidated Damage-** As per cl. no. 15 of GTC on GeM.

16. **Quantity Variation:** - Bidders to note that Maximum Qty variation shall be upto +10% of the contracted quantity during the currency of the contract at the contracted rates after award of Contract in GeM.

17. **Delivery Period:** Delivery days mentioned as 180 days in Consignee details may please be read as 210 days from the date of PO. As of Now, Revised delivery days can not be modified in GeM portal, hence same shall be modified after/on placement of PO.

After award of contract -

Successful Bidder shall have to get Detailed Design Drawings (Refer list of drawing document to be submitted after award of PO as mentioned Technical specification [PE-TS- 415-507-E015](#)) approved from buyer before starting manufacturing.

Schedule of Drawing :- For TDS and GA: R-0 within 14 days after input of cable dia from BHEL. For MQP: R-0 within 14 days from PO. Subsequent revisions within 10 days of comments received from BHEL. BHEL shall furnish comments / approval on each submission within 18 days from receipt.

Schedule of 'Type Test Report /Certificates' :- R-0 within 02 months of approval of other primary drawing/documents & subsequent revisions within 10 days of comments received from BHEL. BHEL shall furnish comments / approval on each submission within 18 days from receipt.

Approval process of primary documents shall be completed within 90 days from Purchase Order. 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. Material shall be dispatched by vendor after issuance of MDCC by BHEL only.

18- Please find below the additional clause in Technical [Specification:-](#)

1-Section-I, clause no. 4.0- (Additional Clause no.-4.1 (a))

Bidder to submit Type test report of short circuit withstand test for 125kA (peak) as per data Sheet-A along with the offer.

2-Section-II- (Additional Clause no.-2.3 (e)- Short Circuit Withstand Test.

3- Section-II- (Additional Clause no.- 3.5) In case bidder is not able to submit report of type test(s), or in case type tests report(s) are not found to be meeting the specification/ relevant standard requirements, then all such tests shall be conducted under this contract by the bidder free of cost to BHEL, and reports shall be submitted for approval. No charges shall be paid for testing under such circumstances.

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](#)