

Bid Corrigendum

GEM/2022/B/2495315-C5

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. Actual delivery (and Installation & Commissioning (if covered in scope of supply)) is to be done at following address Power Plant Piping Unit BHEL Thirumayam Karaikkudi Tamilnadu.
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. Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.
5. 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.
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. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller

(s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for percentage of 100% of total value.

8. Purchase Preference linked with Local Content (PP-LC) Policy:

The bid clause regarding "Preference to Make In India products" stands modified in this bid and shall be governed by the PPLC Policy No. FP-20013/2/2017-FP-PNG dated 17.11.2020 issued by MoP&NG as amended up to date. Accordingly, bidders with Local Content less than or equal to 20% will be treated as "Non Local Supplier". The prescribed LC shall be applicable on the date of Bid opening. Sanctions on the bidders for false / wrong declaration or not fulfilling the Local Content requirement shall be as per the PPLC policy. Further following additional provisions are added in the certification and verification of local content provision of the Preference to Make in India clause:

- i. In case of foreign bidder, certificate from the statutory auditor or cost auditor of their own office or subsidiary in India giving the percentage of local content is also acceptable. In case office or subsidiary in India does not exist or Indian office/subsidiary is not required to appoint statutory auditor or cost auditor, certificate from practicing cost accountant or practicing chartered accountant giving the percentage of local content is also acceptable.
- ii. Along with Each Invoice: The local content certificate (issued by statutory auditor on behalf of procuring company) shall be submitted along with each invoice raised. However, the % of local content may vary with each invoice while maintaining the overall % of local content for the total work/purchase of the pro-rata local content requirement. In case, it is not satisfied cumulatively in the invoices raised up to that stage, the supplier shall indicate how the local content requirement would be met in the subsequent stages.
- iii. The bidder shall submit an undertaking from the authorized signatory of bidder having the Power of Attorney along with the bid stating the bidder meets the mandatory minimum LC requirement and such undertaking shall become a part of the contract.

9. Buyer Added text based ATC clauses

1. Actual delivery and installation & commissioning is to be done at following address,

Manager / Stores - 12

Bharat Heavy Electricals Limited

Power Plant Piping Unit,

Karaikudi Road, NH210,

Thirumayam, Pudukottai Dist., PIN 622 507.

2. Guarantee for the entire equipment for a period of 12 months from the date of commissioning or 18 months from the date of despatch whichever is earlier shall be provided.

3. Set of documents to be submitted after PO placement within 15days for verification by BHEL.

1. Detailed General Arrangement drawings & Sub assembly drawings

2. Civil foundation drawing

3. Quality plan for Approval

4. Schedule of erection & commissioning

5. Hydraulic circuit diagram with Bill of materials and make of all BOI

6. Electrical circuit diagram with Bill of materials and make of all BOI

7. Lubrication circuit diagram

4. Three sets of following documents in Hard copies and one set Soft copy (Pendrive) in English language should be supplied along with the machine

5. Delivery term shall be FOR BHEL stores Thirumayam inclusive of packing, forwarding, freight and insurance charges.

6. Pre Despatch Inspection: The equipment shall be offered for inspection by BHEL officials at vendor's works

prior to despatch.

7. Payment Term: Payment Term: 80% - 20% as per GeM terms and conditions. 80% payment will be released within 45/60/90 days of issue of CRAC (Micro and small enterprises – 45 days, medium enterprises – 60 days and non- MSME enterprise – 90 days). Balance 20% of value will be paid against Final Minutes of Meeting for E&C, jointly signed by BHEL and Supplier and submission of e-Performance Bank Guarantee (PBG).

8. Contract Execution Bank Guarantee (CEBG): The successful vendor shall have to furnish a Contract Execution Bank Guarantee (CEBG) for 10% of the Total PO value (Supply + E&C) in the format enclosed within 30 days from the date of PO. If the supplier fails to submit the CEBG within 60 days from the date of PO, BHEL reserves the right to cancel PO and forfeit the EMD given by the supplier. Additionally, in such Suppliers. Validity of CEBG shall be till the completion of Erection & Commissioning of equipment including job proving, performance tests etc. i.e. issue of Final Minutes of Meeting for E&C by BHEL, as prescribed in PC with additional 2 months as claim period. CEBG shall be kept valid till the PBG becomes operational.

i.e. up to 30 days after the date of Final Minutes of Meeting for E&C issued by BHEL. Validity of CEBG = Delivery period + Transit time of 1 month + Commissioning Period + 1 month (for arranging PBG) + 2 months for claim period.

10. Risk Purchase clause: BHEL at its option will be entitled to terminate the contract and to purchase elsewhere at the risk and cost of the seller either the whole of the goods or any part which the supplier has failed to deliver or dispatch within the time stipulated as aforesaid or if the same were not available, the best and the nearest available substitute thereof. The supplier shall be liable for any loss which BHEL may sustain by reason of such risk purchases in addition to LD at the maximum rate mentioned in the LD clause above. Confirm your acceptance. The value under Risk purchase clause shall be calculated as follows:

Risk & Cost Amount= [(A-B) + (A x H/100)]

Where,

i. A= Value of Balance scope of Work/ Supply (*) as per rates of new contract

ii. B= Value of Balance scope of Work/ Supply (*) as per rates of old contract being paid to the contractor/supplier at the time of termination of contract i.e. inclusive of PVC & ORC, if any.

iii. H = Overhead Factor shall be taken as 5 In case (A-B) is less than 0 (zero), value of (A-B) shall be taken as 0 (zero).

* Balance scope of work/ supply

Difference of Tendered/Contract Quantities and Executed Quantities as on the date of issue of Letter for 'Termination of PO/Contract', shall be taken as balance scope of Supply for calculating risk & cost amount.

Note: In case vendor fails to fulfil any of the PO / Contract obligations as per PO/Contract, PO/contract shall be cancelled and appropriate cost shall be deducted from the vendor's pending bills in BHEL Trichy (or) across the BHEL units.

BHEL reserves the right not to consider offers from vendors not accepting the above Risk Purchase terms.

11. Bidder have to thoroughly go through BHEL specification and Quote accordingly as per scope work with respect to complete specification requirement.

12. Bidder have to quote for firm price as per the specification requirement including all the spares and accessories and Price impact / revision of prices will not be allowed for the bidders after opening of technical bid within the validity period.

13. Non acceptance of payment term and Risk purchase clause may liable for rejection.

14. All the documents required as in Bid Specific Additional Scope of Work (PQC / Performance certificate, Technical Specification, Self-declaration format for local content) shall be filled, signed and affixed with company stamp shall be attached during submission of Bid document. Incomplete offer may liable for rejection.

15. Bidder have to submit Valid OEM authorization certificate along with offer.

Technical Corrigendum

Technical corrigendum in tender enquiry floated for “Procurement of Hydraulic Operated Three Roller Plate Rolling Machine” (Quantity - 1 No);

PART B of the Tender Technical Specification

S. no.	Tender Specification	AMENDED / SHALL BE HEREAFTER READ AS
2.3.20	Necessary lifting hook shall be provided for easy and safe transportation of machine from place to place within the shop floor.	Necessary provisions shall be provided for easy and safe transportation of machine from place to place within the shop floor. (Vendor to confirm & specify)
2.5.5	Tandem pumps shall not be provided.	Vendor to ensure equal flow distribution to drive roller hydraulic motors. Separate motors are preferred for rolling & roller height adjustment/pre-pinching operation. Tandem pumps are not preferred. In case, single motor is provided for the above operation, one additional motor is to be supplied along with the machine. (Vendor to confirm & specify)
2.5.11	Vendor to specify the hydraulic oil cooling system with specification. The oil cooling system should maintain complete hydraulic system at a temperature less than 50°C irrespective of the ambient conditions. The Cooling system should be under operation only when it is required	Vendor to specify the hydraulic oil cooling system with specification. The oil cooling system should maintain complete hydraulic system at a temperature less than 50±7°C irrespective of the ambient conditions. The Cooling system should be under operation only when it is required. (Vendor to confirm & specify)
2.5.18	All the pipe /hose fittings shall be of standard weld nipple with O-ring seating type (DIN 3865 or equivalent) female swivel nut with 24° cone & O-ring. No ferrule joints are to be used in the hydraulic system. All threaded connections shall be of metric sizes.	Pipe /hose fittings shall be of standard weld nipple with O-ring seating type (DIN 3865 or equivalent) female swivel nut with 24°/30° cone & O-ring wherever operating pressure is above 210 bar. No ferrule joints are to be used in the hydraulic system wherever operating pressure is above 210 bar. All threaded connections shall be of metric sizes. (Vendor to confirm)
2.5.19	Suitable vibro-mounts, compensators (Flexible bellows), flexible hose at the pump outlet, polypropylene clamps for pipes & hoses etc. are to be provided to minimize the vibration induced and transmitted to the hydraulic joints.	If required, suitable vibro-mounts, compensators (Flexible bellows), flexible hose at the pump outlet, polypropylene clamps for pipes & hoses etc. are to be provided to minimize the vibration induced and transmitted to the hydraulic joints. (Vendor to Specify)
8.2.2	Set of documents to be submitted after PO placement within 15days for verification by BHEL: 2. Civil foundation drawing	Set of documents to be submitted after PO placement within 15days for verification by BHEL: 2. Civil foundation drawing or Foundation layout drawing with applicable load details. (Vendor to confirm)

9.2	Levelling & anchoring system: Complete anchoring system including foundation bolts, anchoring materials, fixtures, levelling shoes etc. shall be supplied along with the machine	Levelling & anchoring system: Complete anchoring system including foundation bolts, anchoring materials, fixtures, etc. as applicable shall be supplied along with the machine (Vendor to specify)
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10. Buyer uploaded ATC document [Click here to view the file.](#)

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 specifications 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. 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. Also, GeM does not permit collection of Tender fee / Auction fee in case of Bids / Forward Auction as the case may be. Any stipulation by the Buyer seeking payment of Tender Fee / Auction fee through ATC clauses would be treated as 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](#)