

## Bid Corrigendum

GEM/2023/B/3275004-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. Scope of supply (Bid price to include all cost components) : Only supply of Goods
2. Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.
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.
  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.
5. 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.
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. Buyer Added text based ATC clauses

**A. Special Notes:**

1. Unit rates to be quoted inclusive of all taxes and on FOR BHEL Goindwal basis.
2. Material of Items in this tender enquiry is **Super Nikron**.

**B. Pre-qualification requirement:**

1. Manufacturer: Bidder should be engaged in manufacturing & supply of same or similar material (castings) and should have inhouse facility for the Casting of these components. Supplier to upload undertaking/ISO certificate/documentary evidence for being manufacturer of Castings.

Non- acceptance of this clause will lead to disqualification of bids. Bids received from traders, dealers, distributors and resellers will be rejected.

2. Experience criteria:- Bidder should have manufactured and successfully supplied same or similar material (Castings) against any customer purchase order/s with minimum cumulative order value of ₹1,00,000 (One Lakhs Only). All mentioned values are net of taxes.

Relevant purchase orders and their respective invoices shall be enclosed as a proof.

Date of Purchase Order/s date & corresponding invoices: should be 01.03.2020 or afterwards and upto the date of actual bid opening.

Start-ups shall be exempted from the above criteria of Purchase order/s submission without any relaxation in quality standards or technical parameters as per D.O . No. 5(4)/2016-BE-I dated 15.02.2017. For claiming Start-Up exemption, vendors have to submit DPIIT (Dept. of Promotion of Industry and Internal Trade)/DIPP (Department for Industrial Policy and Promotion) recognition certificates.

**C. Scope of supply:**

Bid items are to be supplied as per below mentioned drawing / standards / specifications.

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Sl. no.	Material code	Material description	Qty, nos.	Drawing no.	TDC
1.	921511090000	GUIDE-R001	6	3-V-R001-20388P	TDC:0:413/00/01
2.	921511120000	GUIDE-R065	2	3-V-R065-20388P	TDC:0:413/00/01

**D. Inspection requirement:**

Vendor(s) need to submit Quality Plan for approval to BHEL inline with applicable TDC/ standard. BHEL reserves the right to depute TPI for inspection or carry out the inspection through own personnel.

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**E. Payment Terms:**

Following payment terms are to be considered in tender:

Type of bidder	Payment Terms (Number of days)
Micro & Small Enterprises (MS Es)	45
Medium Enterprises	60
Non MSME	90

**F. Risk Purchase**

BHEL at its option will be entitled for withdrawal of portion of balance supply or termination of the contract and to purchase elsewhere at the risk and cost of the supplier either the whole of the goods or any part which the supplier has failed to deliver or dispatch within the time stipulated as per contract delivery terms. The supplier shall be liable for losses, which BHEL may sustain by way of such risk purchases.

The value shall be calculated as follows:

Risk & Cost Amount=  **$[(A-B) + (A \times H/100)]$**

Where,

**A**= Value of Balance scope of Supply (\*) as per rates of new contract

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

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

Contract quantities are the quantities as per original contract. If, Contract has been amended, quantities as per amended Contract shall be considered as Contract Quantities. In case Risk purchase is invoked, standard operating procedure for implementation of Risk & Cost option of non-performing and/or defaulting suppliers shall operate.

## Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby 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(s) incorporated by the Buyer regarding following shall be treated as null and void and would not be considered as part of bid:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process.
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

Further, 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.

\*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.](#)