

## Bid Corrigendum

GEM/2023/B/3319603-C11

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

- 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 as per technical specifications  
  
Post Receipt Inspection at consignee site before acceptance of stores:  
Not applicable
- 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.
- 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.
- Bidder shall submit the following documents along with their bid for Vendor Code Creation:
  - Copy of PAN Card.
  - Copy of GSTIN.
  - Copy of Cancelled Cheque.
  - Copy of EFT Mandate duly certified by Bank.
- Buyer Added text based ATC clauses

### Tender Enquiry No. 77/22/6137/VVN

#### A.1 Transit Insurance: In BHEL Scope.

Insurance details shall be informed later.

Prior Dispatch intimation shall be issued to Insurance agency about the value of consignment, dispatch details, along with one set of documents consisting of LR / RR copy, Packing List, Challan indicating the items dispatched (with their weights).

#### A.2 Guarantee period:

48 months from the date of respective dispatch of items or 24 months from the date of commissi

oning whichever is earlier.

### **A.3 Delivery Schedule:**

Supply-Main Equipment-7 Months from manufacturing clearance

Supply-Mandatory Spares-2 Months from BHEL clearance

Supervision: Vendor to depute their representative as per the requirement mentioned in the respective Technical Enquiry Specifications. Bidder to depute their representative on intimation from BHEL as per the requirement. Bidder's supervisor may be required to make multiple visits to ensure that erection/testing/commissioning of DG Set is completed in all respect.

Training: As per requirement mentioned in Technical Enquiry Specifications.

### **A.4 Submission of Performance Bank Guarantee (PBG):**

The PBG shall be 3% of Order/ Contract value .

Validity of the Bank Guarantee shall be for the entire Guarantee period + claim period as per RBI guidelines (min. 3 months). Initially, it should be at least 58 months + claim period as per RBI guidelines (min. 3 months), later extended to cover the guarantee period, two months before its expiry.

Bidder to submit performance security required for execution of the contract within 15 days from the date of Contract award. In case of delay in submission of performance security, enhanced 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 from the bills along with due interest.

### **A.5 Price Basis:**

Type of Contract: Unit Rate, Firm till the completion of contract.

Evaluation Criteria: On total landed cost to BHEL basis

Total cost = Ex-Works price (inclusive of packing & forwarding charges) + freight charges + Applicable Taxes & duties - Applicable input tax credit

Input tax credit is availed for GST, hence the same is excluded for arriving at the landed cost. Goods & Service Tax (GST) is payable extra at actuals.

Terms of Delivery: Delivery shall be on Ex Works.

Insurance shall be in BHEL scope.

Transportation of goods up to Destination shall be arranged by vendor.

Freight Charges: Shall be payable on pro rata basis based on the Ex-works price (excluding freight & GST)

#### **A.6 Dispatch Documents Required (to be furnished by Vendor):**

**Payment shall be made on pro-rata basis as per approved billing break up(if applicable)**

##### **Main Supply & Mandatory Spares:**

1. GST invoice as per GST Act
2. Delivery challan
3. Packing list
4. Receipted LR
5. Guarantee certificate
6. Insurance intimation
7. Despatch clearance
8. MRC certificate

##### **Supervision/ Training:**

1. GST Invoice as per GST Act
2. BHEL certification

BHEL reserves the right to ask for any other document required for processing of bills, the vendor shall comply with the same.

**A.7** Bidder to note that price quoted shall be inclusive of packing & forwarding and Freight charges and all taxes & duties including GST. Bidder to indicate percentage of GST item-wise included in quoted price.

Bidder to indicate percentage of freight included on ex-works price (i.e excluding GST).

**A.8** Bidder to submit duly signed and stamped copies of

- a. Acceptance of all terms & conditions as per this GeM Bid Document
- b. Technical specifications
- c. No deviation certificate(format enclosed in ATC document)

**A.9** Compliance to e-invoicing requirements to be ensured as per extant provisions and guidelines of Govt.of India.

**A.10** Additional PQ criteria-as per PQ enclosed with technical specifications.

**A.11** Vendor contact details like, Name, e mail ID and Contact number are to be furnished.

**A.12 Price Variation Clause:** Not Applicable

**A.13 Payment Timelines:**

Type of Bidder	Payment Timeline (Number of days)
Micro & Small Enterprises (MSEs)	45
Medium Enterprises	60
Non MSME	90

**A.14 Integrity Pact:**

Not Applicable

**A.15** Bidder to submit duly signed and stamped "Not- Banned/Suspended/Blacklisted/convicted in any Court of Law across India/declared Bankrupt or insolvent"-Self Certification on letter head.

**A.16 Conflict of Interest among Bidders/ Agents:**

A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti competitive practices to the detriment of Procuring Entity's interests. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:

- a) they have controlling partner (s) in common; or
- b) they receive or have received any direct or indirect subsidy/ financial stake from any of them; or
- c) they have the same legal representative/ agent for purposes of this bid; or
- d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder; or
- e) Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ Assemblies from one bidding manufacturer in more than one bid; or
- f) In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorise only one agent/dealer. There can be only one bid from the following:
  - 1) The principal manufacturer directly or through one Indian agent on his behalf; and
  - 2) Indian/foreign agent on behalf of only one principal;or
- g) A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid; or
- h) In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare

e such sister/ common business/ management units in same/ similar line of business.

**A.17:**

Consignee address (Ship To)	Name & Address of Ultimate Consignee: SE/ Projects, Tamil Nadu Generation and Distribution Corporation, 2x660 MW Udangudi Supercritical Thermal Power Project Stage-1 at Udangudi A/C BHEL-ISG
BUYER/ BILL TO for Supply of Goods	BHEL-Industrial Systems Group Post Box No.:1249, Prof. CNR Rao Circle,IISc Post, Malleswaram, BANGALORE - 560012 GSTIN No. of BHEL / Karnataka state: 29AAACB4146P1 ZB

**A.18 Inspection & Testing:**

Inspection shall be carried out by end customer/ end customer's consultant/ BHEL/ Third Party Inspection Agency. Details as per Technical Specifications.

“The cost towards inspection of indigenous/ offshore equipment’s by TANGEDCO/TANGEDCO nominated agency will be to bidders account, which includes to & fro Airfare/Railway/Road fare charges, travel insurance, Boarding and Lodging, Local transportation and other related expenses. The cost shall be included in the price”

**A.19 Contact details of Tender officials :**

Technical:  
Piyush Anand  
Sr. Engineer / Engg-Elect  
BHEL-ISG  
Bangalore - 560 012  
Ph. No. 080 2218 4244

Commercial:  
D S Pradeep Kumar Sarma  
Manager / PG-1  
BHEL - ISG  
Bangalore - 560 012  
Ph No. 080 2218 4520

Email id: [piyush.anand@bhel.in](mailto:piyush.anand@bhel.in)

Email Id: [dsp@bhel.in](mailto:dsp@bhel.in)

**Corrigendum-1 dtd.10.04.2023:**

S No	Description	Bidder Query	BHEL reply/Clarifications	Remarks
1	Float cum Boost Battery Charger Panel with stand	As per latest standard practice, SMPS based battery charger is being supplied with each DG Set. We request you to kindly review and confirm acceptance to the same.	SMPS based battery charger is also accepted. Bidder to follow Technical specification of Battery Charger as mentioned in Annexure-2 clause no.4.30.3 of floated enquiry. It should comply with all technical specification as mentioned	
2	Necessary Fuel Piping, supports, accessories for DG	Length of fuel pipe and details of support accessories are not given. Kindly confirm the length of fuel pipe to be considered & details of accessories	Fuel Tank shall be placed just beside DG Set. Accordingly bidder shall consider length of fuel pipe and related accessories	
3	Silencers, exhaust piping and stack, silencer supports and accessories like bellows, flanges, gaskets, bends, insulation and aluminium cladding and hardware. Galvanized exhaustpipe support structure	Length of exhaust pipe is not given. Kindly confirm the length of exhaust pipe to be considered. Also, confirm whether the exhaust pipe is to be fixed alongside building or structure is required. In case, structure is required, kindly confirm the weight of the structure to be considered.	<p>DG is located in close proximity to a building with height 8.75 meter. Length of exhaust pipe shall be decided by bidder as per CPCB latest norms for DG Set.</p> <p>Exhaust pipe support can be taken with nearest column of building only. Related supply of supporting structure and material is in bidder scope</p>	
4	LT Power, Control,			

	Instrument and screened cable including all accessories like lugs, glands, ties etc for DG.	<p>Length of Cables are not given. Kindly confirm the length, size and material of Cables to be considered.</p> <p>Also, we understand that cable tray, cable trench or new ducts are in scope of BHEL. Kindly review and confirm</p>	<p>AMF Panel with Air circuit Breaker(ACB) will be located at a distance of 60 meter from the proposed DG Set. Cable from DG Set to AMF shall be considered accordingly by bidder. LT Power, control, instrument &amp; screened cable Cable from DG Set to AMF shall be considered accordingly by bidder.</p> <p>cable tray, cable trench or new ducts are in BHEL Scope-confirmed</p>	
5	AMF Panel with ACB for one DG	<p>Specifications of AMF Panel is not clear in the Bid document. We understand that department wants only AMF logic inside the DG Set. Breakers are not in scope of DG supplier. We request you to kindly confirm exact scope &amp; provide the BOM of AMF Panel to be considered. Kindly note that AMF Panel with ACB is not possible inside the DG Set.</p>	<p>AMF Panel with air circuit breaker is envisaged for the project. Breaker is in scope of DG supplier/Bidder. AMF Panel will be placed at a distance of 60m from DG Set.</p>	
6	Additional point1		<p>Payment shall be 100% against receipt of material at site(for Supplies) and 100% against Certification for Supervision as per Cl.no.A.6 of ATC of GeM bid.</p>	
7	Additional point2		<p>Total supervision of erection &amp; commissioning charges (excluding GST) should not exceed 2% of the total quoted contract price (excluding GST), failing which the break-up of prices shall</p>	

**Corrigendum-2 dtd.13.04.2023:  
Technical Clarification/Amendment:**

1. Following items are removed from Mandatory Spares Supply from Bidders scope Section VI Clause No 21 of Technical Specification:
  - A. SI No.A2 Crank Shaft with Standard Size Journals
  - B. SI No.A12 only Nozzle tester is removed from bidder scope. However bidder to supply barring bar, slings, eyebolts and other special equipment necessary for servicing the engine.
6. Buyer uploaded ATC document [Click here to view the file.](#)
7. 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  
BHEL ISG  
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.
8.
  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.
9. 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.

## 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](#)