

Bid Corrigendum

GEM/2023/B/3396364-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:

Buyer Added Bid Specific Additional Terms and Conditions

1. **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.
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. 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.
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. Scope of supply (Bid price to include all cost components) : Only supply of Goods
7. **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):
INTERTEK

Post Receipt Inspection at consignee site before acceptance of stores:
PVUNL PATRATU SITE

8. **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.

9. Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name

BHARAT HEAVY ELECTRICALS LIMITED HEEP HARIDWAR

Account No.

"10667995458"

IFSC Code

SBIN0000586

Bank Name

STATE BANK OF INDIA

Branch address

BHEL MAIN GATE, SECTOR-5, RANIPUR, HARIDWAR, UTTARAKHAND, INDIA-249403

Bidder to indicate bid number and name of bidding 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 along with bid.

10. Buyer Added text based ATC clauses

1. Bidders to quote their best possible delivery period in terms of days from date of P O.

2. Items to be supplied directly to Patratu Site.

DELIVERY TERM: F.O.R. PATRATU SITE

Patratu site address:

GENERAL MANAGER (PROJECTS) , PATRATU STPP (3X800 MW),

PATRATU VIDYUT UTPADAN NIGAM LIMITED,

PO – PTPS, DIST – RAMGARH, JHARKHAND – 829119.

3. Quantity Tolerance of +10% is acceptable.

4. Length of one pipe may be 6 meters to 12 meters.

5. Pipe Size and Length is required as per NIT document and specification only.

6. Any deviation in respect of pipe size (ODxTH) will not be accepted.

7. Quoted prices on GEM against the GEM bid for each schedule is F.O.R. Patratu site on firm basis & inclusive of all cost components (Packing & Forwarding, Freight, GST, Insurance etc.).

8. **Dispatch Clearance:** Material shall be dispatched only after issue of material dispatch clearance certificate (MDCC) by BHEL. All test certificates, applicable TPIA verified documents, Quality Plan and relevant documents are to be sent to BHEL before d

dispatch of material for issue of MDCC, which will be issued after review of test certificates, applicable TPIA verified documents, Quality Plan and all relevant documents.

MDCC will be issued within 07 days of receipt of these documents once found complete in all respects. In case of any delay on account of BHEL in issuing MDCC, delivery shall be extended by no. of days in excess of 7 days taken by BHEL in issuing MDCC and delays shall be dealt on merit basis. This period of 7 days is included in the delivery period.

Material is to be dispatched within 07 days of receipt of MDCC from BHEL without waiting for PO amendment.

9. The date of LR (Lorry receipt) would be treated as the date of delivery for penalty purposes.

10. **Payment:** 100% payment will be made after receipt and acceptance of material at site and after issue of consignee receipt-cum acceptance certificate (CRAC) as per the below details:

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

Subject to submission of 8 sets of non-discrepant documents along with original MDCC & LR as per terms & conditions of GEM contract.

11. **Risk Purchase:** In case of abnormal delays (beyond the maximum late delivery period as per LD clause) in supplies / defective supplies or non-fulfilment of any other terms and conditions given in Purchase Order, BHEL may cancel the Purchase Order in full or part thereof, and may also make the purchase of such material from elsewhere / alternative source at the risk and cost of the supplier. BHEL will take all reasonable steps to get the material from alternate source at optimum cost. If bidder does not agree to the above Risk Purchase Clause, BHEL reserves the right to reject the offer. In case for compelling reasons BHEL accepts the offer without acceptance of this clause by the bidder and in the eventuality of Risk Purchase, appropriate action will be taken as per BHEL extant rules. This will be without prejudice to any other right of BHEL under the contract or under General Law.

Action against Bidders / vendor / supplier / contractor in case of default

In order to protect the commercial interests of BHEL, BHEL shall take action against supplies / contractors by way of suspension of business dealings, who either fail to perform or are in default without any reasonable cause, cause loss of business/ money / reputation, indulge in malpractices, cheating, bribery, fraud or any other misconduct or formation of cartels so as to influence the bidding process or influence the price etc.

Suspension of Business Dealings could be in the form of "Hold" or "Banning" a supplier/ contractor or a bidder and shall be as per "Guidelines for Suspension of Business Dealings with Suppliers/ Contractors" available at BHEL's website "<https://www.bhel>.

12. **Conflict of Interest:**

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

13. **EMD Applicability:**

EMD will be applicable as per GEM bid, however EMD is waived in following cases-

- a. Central/ State – PSUs
- b. *MSE suppliers are exempted for submission of EMD (Valid Documentary proof against MSE must be submitted along with offer to avail the benefits).
- c. BHEL-HEEP registered vendors are exempted from submission of EMD.
- d. Other exemptions on EMD will be as per GeM Terms and conditions.

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***Benefits of MSE (such as EMD Waiver, Tender fee exemption, Price preference**

nce, Payment preference etc.) will be given only to those MSE Vendors who are manufacturers of offered items against the NIT. No MSE benefits shall be provided to Agents / Stockiest / Dealers / Traders etc. for the items offered but not manufactured by themselves.

14. Deviations, if any, to be mentioned explicitly in the offer. In case of no explicit mention of deviation (if any), it's deemed that all terms and conditions of the tender are acceptable to the supplier in-toto.

15. Test Certificate: All the pipes of enquiry shall conform to ASME SA53 / ASTM A 53 Type-E; Grade-B.

The test certificate shall furnish the following details:

1. BHEL PO number and amendment no.(if any)
2. BHEL PO serial number.
3. Test certificate number.
4. Specification, grade, size, quantity.
5. Pipe number with traceability to heat number.
6. Chemical composition and mechanical properties.
7. Hydrostatic test, UT, RT reports as applicable.
8. Dimensional reports.
9. Painting details.

BID Corrigendum Details:

1. Quality requirements as per Annexure-II of original GEM bid stand amended and attached. Bidders to endorse & submit the amended Quality Requirements.
2. Quality Plan for Trader/Stockist as per Annexure-II of original GEM bid stands amended & attached as P05 Rev 02. Bidders to endorse & submit the amended QP for trader/stockist. Quality Plan for manufacturer remains same.
3. Bidder's confirmation against Point no. 6 (Sr. No. 2) of Annexure-B of original GEM bid not required.
4. Special Note for Bidders (Annexure-B of original GEM bid) stands amended and to be read as "Please submit signed & stamped copy (each page) of PQR document (Annexure-I), amended Quality Requirements (Annexure-II), Quality Plan (as amended for Trader/Stockist) and as applicable (Annexure-III) & Self Certification for local content (Annexure-IV) with proper filled information and related supporting documents as applicable.
5. Annexure-V(List of NTPC/PVUN approved sources) & Annexure-VI (NTPC formats from raw material manufacturer to be submitted alongwith the offer) of original GEM bid stand withdrawn.

6. Rest terms & conditions of original GEM bid remain same.

ANNEXURE-II (as amended)
QUALITY REQUIREMENTS (2022-3504)

Sl. No.	Quality Requirement	Vendor's confirmation (Y/N)
A	For Manufacturer: 1. Vendor to accept and endorse BHEL QP (no. P06 Rev 00). 2. Inspection by BHEL nominated inspection agency INTERTEK as per BHEL approved quality plan.	
B	For Trader/ Stockiest: 1. Vendor to accept and endorse BHEL QP (no. P05 Rev 02). 2. Inspection by BHEL nominated inspection agency INTERTEK as per BHEL approved quality plan.	
C	Sourcing of pipes from BHEL approved vendors (having valid BIS license, in case of manufacturing as per IS 3589 Gr 410 ERW/ IS 2062 E250 Gr B).	
D	Appropriate identification should be available on pipes for verification at site with dispatch documents	

Signature with stamp

Name:

Name of Firm:

Designation:

Date:

Note: Kindly submit duly-filled Quality Requirements as above and as applicable alongwith your offer. BHEL QP (no. P06 Rev 00) to be endorsed by manufacturer remains same. BHEL QP (no. P05 Rev 02) attached as amendment to be endorsed by Trader/Stockist. _

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](#)