

Bid Corrigendum

GEM/2023/B/3521961-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. Buyer Added text based ATC clauses

UNIT RATES TO BE QUOTED INCLUSIVE OF ALL TAXES AND ON FOR DELIVERY DESTINATION BASIS

2.1 SCOPE OF SUPPLY

Material shall be supplied as per the applicable Technical Delivery Condition (TDC) / Drawing as mentioned in the Table - 1, at the respective Delivery Destinations. National & International material standards shall have to be arranged by bidders themselves.

Table 1 : List of Items along with Quantity, Drawing Number and Delivery Destination

Sl. No.	Material Code	Description	Quantity (Nos.)	Drawing No.	Delivery Destination
1	942490548025	FDN BOLT D25 X 1000 L	53	2-39-010-01080 Rev 02	NTPC Talcher
2	942490568240	FDN BOLT D40 X 1500 L	3	2-39-010-01082 Rev 02	NTPC Talcher
3	942490534963	FDN BOLT D63 X 2250 L	4	2-35-010-01249 Rev 02	NTPC Talcher

4	940760040 000	FM FDN BLT DI A 50-1700 LON G	318	2-FM-011-00 003 Rev 04	BHEL Trichy
5	940760060 000	FM FDN BLT DI A 80-2350 LON G	19	2-FM-011-00 055 Rev 03	BHEL Trichy

Hex Nuts to be Supplied as per IS-1363 P3 and Washers to be supplied as per IS-2016. This is applicable for ALL items.

(Specifications of Hex Nuts and Washers mentioned in the above drawings, (if any) are not Applicable).

“1 number” of Quantity = 1 Complete Fabricated Foundation Bolt along with Hex Nut and Washer, as detailed in the above referred Drawings.

Applicable 'QUALITY CONTROL PROCEDURE' for all the items: QCP:002/05 Dt. 07.03.2018.

Additional Technical Information:

Radiography Testing	Not applicable
MPI/LPI	To be done as per QCP002_rev 05
Applicable Quality document for fabricating Foundation Bolts.	QCP002_rev 05
Type of weld, Type of electrode, Total length of weld	As per applicable drawing
Welding Qualification	WPS, PQR, WQ to be reviewed/Witnessed (PQR-As per AWS D1.1).by QC BHEL IVP Goindwal. Supplier need to intimate to BHEL before starting of welding.
Pre-Heating for Welding and Flame cutting	Preheating procedure need to be followed as per clause of 4.3.3 of QCP002_rev05, Preheating temperature is 150 °C for welding and flame cutting.
Post Weld Heat Treatment	Not applicable

Make in India (MII): Minimum 50% and 20% Local Content required for

or qualifying as Class 1 and Class 2 Local Supplier respectively.

The **broad scope of work** in respect of all the items includes:

Procurement of raw materials, bought out items and consumables like electrodes, rust preventive oil etc. is to be done as per material Specifications/ Drawings/ QCP.

Materials and consumables are to be procured with relevant Test Certificate (TC) and these have to be submitted/ produced in original during inspection. Any test, both destructive and non-destructive, if required, will have to be carried out by the vendors at their own cost. All such reports in original will have to be submitted during inspection. Vendors also shall verify the materials & TC to comply with the Material Specifications.

Manufacturing and fabrication of components shall be according to the Technical documents. In case of welding Qualification, WPS, PQR, WQ to be reviewed / Witnessed (PQR-As per AWS D1.1) by QC BHEL IVP Goindwal. Supplier need to intimate to BHEL before starting of welding.

All handling charges till completion of fabrication & dispatch up to destination is in Vendor's Scope. All costs towards testing & inspection including BHEL/ BHEL nominated agency as per BHEL's QP/PO / Drawings is in scope of supplier. However, BHEL will bear the cost for TPI during inspections.

- The rates quoted shall be firm and fixed. No price variation is proposed and allowed.
- Rates shall be quoted on **INR per No. basis**, including Taxes.
- **Un-loading of material at Talcher Site shall be arranged by BHEL site.**
- **Unloading of Material at BHEL Trichy is in the Scope of BHEL only.**

2.2 PRE-QUALIFICATION CRITERIA (PQC)

1. Bidder should either be engaged in manufacturing of Fasteners or should be engaged in fabrication jobs. Offers from Traders/Dealers/Stockists/agents will be rejected. Submission of Certificate of Registration or UDYAM Certificate or Declaration from bidder for proof as a manufacturer is required to fulfil this criterion.
2. Bidder should have minimum average turnover of Rs. 40 Lakhs/year over three financial years viz. FY 2019-20, 2020-21 and 2021-22. To certify the same, bidder need to submit balance sheets of above stated three years. Balance sheets should be audited, as applicable. If the balance sheets are not audited, bidder need to submit CA certificate for the turnover.

Start-ups shall be exempted from the above criteria without any relaxation in quality standards or technical parameters as per D.O. No. 5(4)/2016-B E-I dated 15.02.2017. For claiming Start-Up exemption, vendors have to sub

mit DPIIT (Dept. of Promotion of Industry and Internal Trade)/DIPP (Department for Industrial Policy and Promotion) recognition certificates.)

BHEL may carry out evaluation of bidder's capability. BHEL reserves the right to accept/reject any offer based on evaluation of bidder's capability. For verification of data presented for pre-qualification bid, BHEL may decide to visit the bidder(s) works. Any fact found deviating from bids during evaluation shall make the bidder liable to be dis-qualified.

2.3 DELIVERY DESTINATION and SCOPE OF UNLOADING

Delivery Destination is NTPC Talcher for Schedule Nos. 1 to 3. The material is to be supplied to at following address:

NTPC Talcher	Contact Person:
Project Site Address:	Sh. Mahesh Kumar
Construction Manager,	Deputy Engineer
BHEL Site Office,	Material Management
2X660 MW NTPC Talcher,	NTPC Talcher Site
Distt. Angul - 759107	Mobile: 95742 44431
Odisha, India	

Unloading of Material at NTPC Talcher Site is in the Scope of BHEL Site Office

The material is to be supplied to BHEL Trichy for Schedule Nos 4 & 5:

Manager / Stores - 11 Fossil Boilers,
BHEL Boiler Plant Project P.O. Tiruchirappalli - 620 014.
Tamilnadu, India

Unloading of Material at BHEL Trichy is in the Scope of BHEL only.

2.4 DIFFERENTIAL FREIGHT CLAUSE

The rates finalized against each schedule shall include cost of transporting finished products from Ve

Vendor's Works to delivery location specified in the tender.

All the consignments are normally envisaged for dispatch from Vendor's Works to specified location in the tender. However, in exceptional cases (in case of Project hold/ any unforeseen conditions), BHEL may permit Vendor(s) on case to case basis for handing over the consignments to some new location. BHEL's decision shall be final in this regard. In such case, differential freight charges shall be deducted or paid based on applicable distance.

Differential Rates will be calculated as below:

If BHEL advises to dispatch material at any other location, then BHEL will calculate freight portion from vendor works to Location specified in tender (say it comes out amount 'X') and from vendor works to New location specified by BHEL (say it comes out amount 'Y'). Then differential freight cost will be calculated by subtracting both freight cost (Y-X). If it comes out to be positive, then this differential cost shall be given extra to vendor. If it comes out to be negative, then this differential amount shall be deducted from vendor. Kindly note that this extra payment to vendor/deduction from vendor shall be amended suitable in Purchase order before dispatch.

For Calculation of Transportation freight, BHEL has mentioned Rate/KM/MT in INR from anywhere to anywhere in India. For calculating total cost, this needs to be multiplied by distance in KM & weight in MT.

Rate/KM/MT from anywhere to anywhere is mentioned below:

Relevant category	Freight Rate per MT per KM	Remarks
TAAA2	4.18	Anywhere to anywhere

Distance shall be taken in KM as shortest distance from Google map.

Example: Suppose one vendor is located in Ludhiana (Punjab). Distance from Ludhiana to BHEL Goindwal is approx. 150 KM & distance from Ludhiana to Talcher site is approx.1900 KM. The specified destination in tender is Talcher and the new location specified for delivery of material is Goindwal. Suppose weight of consignment is 60 MT

Then freight from Ludhiana to Goindwal (Y) comes out to be Rs. $4.18 \times 150 \times 60 = 37,620.00$. The freight from Ludhiana to Talcher (X) comes out to be Rs. $4.18 \times 1900 \times 60 = 4,76,520.00$. Now differential cost (Y-X) comes out to be Rs. $(-)4,38,900.00$. Hence this differential amount will be deducted from vendor.

2.5 PACKING OF MATERIAL

The project name, PGMA, DU Number, quantity, weight, Vendor code shall be legibly stenciled for identification and dispatch as may be advised. Vendor code shall be punched using letter punch and bordered suitably for identification. Machined surfaces shall be protected with rust preventive oil. Threaded portions shall be protected with rust preventive oil and covered by tar impregnated Gunny cloth.

Material is to be sent in crates and the maximum weight in a single crate should not be more than 2

MT.

Example/Picture of Packing is attached with the Specification Document of this GeM Bid.

2.6 INSPECTION

Bidders will submit TPI (Third party inspection) / BHEL Inspection report to BHEL IVP after inspection. Then based on Inspection report, BHEL will give dispatch clearance and then only the material shall be supplied to the respective consignee address.

2.7 PAYMENT TERMS

Payments shall be made to the Seller within the mentioned days (as per below table) of issue of consignee receipt cum-acceptance certificate (CRAC) and on-line submission of bills.

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

To be considered as Micro, Small or Medium enterprise, bidder must be manufacturer of offer product and relevant valid certificate as per latest MSME guidelines is to be submitted along with bid. In case of bid submitted as trader / dealer etc., bidder will be considered as Non-MSME. Also, if no valid certificate as per latest MSME guidelines is not submitted along with bid, then bidder will be considered as Non-MSME.

2.8 Risk Purchase

1. In the event of any successful Tenderer's failure to fulfil any of the tender / Contract obligations including supply of whole or any part of the ordered items as per Contract / Agreement, BHEL has the right to terminate the contract and purchase from elsewhere, at the risk and cost of the defaulted supplier, either the whole of the goods or any part which the supplier has failed to deliver or dispatch within the time stipulated in the contract or if the same were not available, the best and nearest available substitute thereof. The supplier shall be liable for the additional expenditure/difference in Cost, if any, including consequential losses which BHEL may sustain by reason of risk purchase in addition to the applicable LD as per the Purchase order/contract.
2. The decision of BHEL with regard to the additional expenditure / difference in cost and consequential losses incurred by BHEL shall be final and binding on the supplier.

3. The amount recoverable under risk purchase shall be recovered from the defaulted supplier in all or any of the following manners:

- from dues available in the form of Bills payable to defaulted supplier, SD, BGs against the same contract.
- from the dues payable to defaulted supplier against other contracts in the same Region/Unit /any other region/unit. In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against defaulted supplier.

3. **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.

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. **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):

BY BHEL OR BHEL APPOINTED TPI AT VENDOR WORKS

Post Receipt Inspection at consignee site before acceptance of stores:

BY BHEL AT BHEL WORKS

7. **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.

8. 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.

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](#)