

Bid Corrigendum

GEM/2023/B/3657644-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. Actual delivery (and Installation & Commissioning (if covered in scope of supply)) is to be done at following address
Manager
ward 12
HPBP
BHEL, TRICHY-14
TAMILNADU
.
3. 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 %.
4. 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.
5. Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.
6. 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.
7. Bidders can also submit the EMD with Account Payee Demand Draft in favour of Bharat Heavy Electricals Limited, Tiruchirappalli payable at Tiruchirappalli
.
Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.
8. Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name
Bharat Heavy Electricals Limited
Account No.
10891588977
IFSC Code
SBIN0001363
Bank Name

STATE BANK OF INDIA
Branch address
HE / KAILASAPURAM, TIRUCHIRAPPALLI, INDIA

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.

9. 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.

10. 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.

11. Buyer Added text based ATC clauses

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

2. MACHINE PACKING: Rigid packing for all items, all accessories and other supplied items to avoid any damage/loss in transit. When machine is dispatched, if any, all small loose items shall be suitably packed in boxes.

3. Payment Term: As per GeM Conditions

80% -20% as per GEM terms and Conditions—80% Payment will be released within 45/60/90 days of issue of CRAC (i.e, Micro and Small Enterprises-45 days, Medium Enterprises -60 days and Non MSME Suppliers -90 days).

Balance 20% of value (i.e ICT Portion) will be paid against Final minutes for E&C, jointly signed by Supplier and submission of Performance Bank Guarantee(PBG).

4. DOCUMENTATION: Documentation shall be done as per point no. 33.1 to 33.13 of technical specification of H Fin to tube welding machine and point no. 15.1 to 15.10 of technical specification of Automatic Fin Feeding & Holding System.

5. GUARANTEE: The performance of the equipment shall be guaranteed for a period of 12 months from th

e date of commissioning or 18 months from dispatch whichever is earlier.

6. e-PERFORMANCE BANK GUARANTEE (e PBG):

The successful vendor shall have to furnish a Bank Guarantee (e PBG) for 10% of the Total PO value (Supply + ICT) within 30 days from the date of PO. If the supplier fails to submit the e PBG within 45 days from the date of PO, BHEL reserves the right to cancel PO and forfeit the EMD if given by the supplier. Additionally, in such case, action will be initiated in line with GeM GTC conditions.

Validity of ePBG shall be from PO date till the completion of Warranty Period of equipment as mentioned in GeM GTC including job proving, performance tests etc. i.e. issue of Final Minutes of Meeting for E&C by BHEL, as prescribed in PO with additional claim period as per GeM GTC.

Validity of ePBG = Delivery period + Transit time of 2 weeks + Erection and Commissioning Period + Warranty Period + claim period.

7. Fraud Prevention Policy: Bidder along with its associate /collaborators /sub-contractors /sub-vendors / consultants / service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL web site <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.

8. Risk Purchase clause:

a. 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.

b. 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.

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

i. from dues available in the form of Bills payable to defaulted supplier, SD, BGs against the same contract

ii. from the dues payable to defaulted supplier against other contracts in the same Region/Unit /any other region/unit

iii. In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against defaulted supplier.

GST on amount recoverable from vendor under Risk Purchase Clause

In accordance with Sec. 7 of CGST Act, 2017, read with clause 5(e) of Schedule II to CGST Act, 2017, amount recovered / recoverable by BHEL from vendor / contractor for non-performance of work as per contract shall be treated as "Supply of service" by BHEL and accordingly GST shall be applicable.

GST shall be applicable on amount being recovered / recoverable from such vendor / contractor. In case only the differential cost is being recovered from new vendor / contractor, GST shall be applicable on same.

As per Sec. 13, read with Sec. 31 of CGST Act, 2017, GST shall be applicable when such recovery against non-performance of work has been determined and accordingly accounted for in Books of Accounts.

9. Cartel Formation: The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process. In case, the Bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/ guidelines.

10. GST Conditions:

Response to Tenders for Indigenous supplier will be entertained only if the vendor has a valid GST registration Number (GSTIN) which should be clearly mentioned in the offer. If the dealer is exempted from GST registration, a declaration with due supporting documents need to be furnished for considering the offer. Dealers under composition scheme should declare that he is a composition dealer supported by the screenshot taken from GSTN portal. The dealer has to submit necessary documents if there is any change in status under GST.

Supplier shall mention their GSTIN in all their invoices (incl. credit Notes, Debit Notes) and invoices shall be in the format as specified/prescribed under GST laws. Invoices shall necessarily contain Invoice number (in case of multiple numbering system is being followed for billing like SAP invoice no, commercial invoice no etc., then the Invoice No. which is linked/uploaded in GSTN network shall be clearly indicated), Billed to party (with GSTIN) & Shipped to party details, item description as per PO, Quantity, Rate, Value, applicable taxes with nomenclature (like IGST, SGST, CGST & UTGST) separately, HSN/ SAC Code, Place of Supply etc. Wherever E-Invoice is applicable, the tax invoice/ CN / DN submitted by the vendor must contain the QR code generated in E-Invoice Portal & IRN.

All invoices shall bear the HSN Code for each item separately (Harmonized System of Nomenclature)/ SAC code (Services Accounting Code).

Invoices will be processed only upon completion of statutory requirement and further subject to following:

- Vendor declaring such invoice in their GSTR-1 Return/ IFF
- Receipt of Goods or Services and Tax invoice by BHEL.

As the continuous uploading of tax invoices in GSTN portal (in GSTR-1/ IFF) is available for all (i.e. both Small & Large) tax payers, all invoices raised on BHEL may be uploaded immediately in GST portal on dispatch of material /rendering of services. The supplier shall ensure availability of Invoice in GSTN portal before submission of invoice to BHEL. Invoices will be admitted by BHEL only if the invoices are available in GSTN portal (in BHEL's GSTR-2A/ GSTR-2B).

In case of discrepancy in the data uploaded by the supplier in the GSTN portal or in case of any shortages or rejection in the supply, then BHEL will not be able to avail the tax credit and will notify the supplier of the same. Supplier has to rectify the data discrepancy in the GSTN portal or issue credit note or debit note (details also to be uploaded in GSTN portal) for the shortages or rejections in the supplies or additional claims, within the calendar month informed by BHEL.

In case GST credit is denied to BHEL due to non-receipt or delayed receipt of goods and/ or tax invoice or expiry of timeline prescribed in GST law for availing such ITC, or any other reasons not attributable to BHEL, GST amount claimed in the invoice shall be disallowed to the vendor.

Where any GST liability arising on BHEL under Reverse Charge (RCM), the vendor has to submit the invoices to BHEL well within the timeline prescribed in GST Law, to enable BHEL to discharge the GST liability. If there is a delay in submission of invoice by the vendor resulting in delayed payment of GST by BHEL along with Interest, then such Interest payable or paid shall be recovered from the vendor.

Under GST regime, BHEL has to discharge GST liability on LD recovered from suppliers/contracts. Hence applicable GST shall also be recoverable from suppliers/contractors on LD amount. For this Tax Invoice will be issued by BHEL indicating the respective supply invoice number.

GST TDS will be deducted as per Section 51 of CGST Act 2017 and in line with Notification 50/2018 -Central Tax dated 13.09.2018. GST TDS certificate will be generated in GSTN portal subsequent to vendor accepting the TDS deduction in the GSTN portal & the vendor can directly download the Certificate from the GSTN Portal.

11. Conflict of interest: 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
- 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 authorize 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.

Note:

1. In the event of our customer order covering this tender being cancelled /placed on hold / otherwise modified, BHEL would be constrained to accordingly cancel / hold / modify the tender at any stage of execution.

2. BHEL may negotiate the L1 rate, if not meeting our budget / estimated cost. BHEL may re-float the tender opened, if L1 price is not acceptable to BHEL.

3. BHEL reserves its right to reject an offer due to unsatisfactory past performance by the respective Vendor or in the execution of any contract to any BHEL project / Unit.

12. Documents required as in Bid Specific Additional Scope of Work:

01. Covering letter
02. Unpriced offer for Scope of Supply.
03. Filled up and Signed Technical Specification Part-A & B along with supporting documents.
04. Certification as per Make in India clause, as per Bid Document.
05. UDYAM certificate copy (if MSE Category)
06. PAN Card copy
07. GST certificate copy
08. GeM Seller ID screenshot (inclusive of Bank details)
09. Vendor Details (Annexure-C)

13. Incident management Policy on GeM:

GeM is a trust based system and self- declaration is the key, along with a strong automated process to penalize any deviant behavior on part of Sellers / Buyers. For this purpose, deviations from the terms and conditions of procurement on GeM, including general terms and conditions, special and additional terms and conditions and any other relevant Government rules and guidelines, are termed as "deviation". A deviation can occur while listing the products on GeM, at pre- contract stage, during bidding or at post contract stage on GeM. The mechanism for reporting and initiating action on such deviation has been detailed in the Incident Management Policy available on GeM portal under Resources. All stakeholders of GeM shall be bound by the actions as detailed in the Incident Management Policy.

All administrative actions under this Incident Management Policy, taken by GeM against any of the stake

orders shall not cause any limitation on the legal and/or contractual remedies including any financial recoveries, available to Buyers/Sellers under the Terms and Conditions of contract and/or GeM policies. In case the Buyer / Seller choose to pursue any of these remedies, GeM shall not be made party to such proceedings / remedial actions taken by Buyer/Seller under the contractual provisions.

If any individual has registered multiple proprietorship concerns as separate seller entities on GeM under different business names (with same PAN), all such Seller entities would be equally impacted

by the action taken against any one of such entities for his default / deviation under incident management policy.

All the allied firms, as per definition of DOE's OM number F.1/20/2018PPD dated 02/Nov/2021, will be equally impacted by the action taken against any one of such entities for the default / deviation under Incident Management Policy.

Following is the definition of allied firms: All concerns which come within the sphere of effective influence of the debarred firms shall be treated as allied firms. In determining this, the following factors may be taken into consideration:

- a. Whether the management is common.
- b. Majority interest in the management is held by the partners or directors of banned / suspended firm.
- c. Substantial or majority shares are owned by the banned/ suspended firm and by virtue of this it has a controlling voice.
- d. Directly or indirectly controls or is controlled by or is under common control with another bidder.
- e. All successor firms will also be considered as allied firms

14. Guidelines for Suspension of Business Dealings with Suppliers/ Contractors :

For the bid(s) floated on GeM, the action for suspension will be dealt as per above the incident management policy of GeM.

15. Liquidated Damages: If the Seller/Service Provider fails to deliver any or all of the Goods/Services within the original/re-fixed delivery period(s) specified in the contract, the Buyer will be entitled to deduct/recover the Liquidated Damages for the delay, unless covered under Force Majeure conditions aforesaid, @ 0.5% of the contract value of delayed quantity per week or part of the week of delayed period as pre-estimated damages not exceeding 10% of the Total contract value of delayed quantity without any controversy /dispute of any sort whatsoever.

16. Dispatch Clearance: Despatch of item will be done only after the dispatch clearance provided by BHEL

17. Delivery Period for supply – 14 Weeks and for E&C – 6 Weeks. Whereas no relaxation is envisaged in this subject tender. Hence non acceptance of above delivery period by bidder will be liable for offer rejection.

Order acceptance, submission of BG submission, drawings if any etc., should not be linked to the delivery period.

18. Bidder have to thoroughly go through BHEL specification and Quote accordingly for complete scope of supply.

19. Bidder have to quote for firm price as per the specification requirement and Price impact / revision of prices will not be allowed for the bidders after submission of bid in GEM Portal within the validity period.

20. EMD can be accepted as DD/RTGS or Internet banking mode only.

Note:

1. BHEL may negotiate the L1 rate, if not meeting our budget / estimated cost. BHEL may re-float the tender opened, if L1 price is not acceptable to BHEL.

2. BHEL reserves its right to reject an offer due to unsatisfactory past performance by the respective Vendor or in the execution of any contract to any BHEL project / Unit.

3. Any other Technical - Commercial Terms indicated by the vendor in their offer elsewhere will be ignored. BHEL will proceed with tender evaluation as per GeM general terms and conditions and ATC only

Following technical corrigendum is part of Tender--Vendor should quote accordingly.

Technical corrigendum for Clause No.4 &7 of Item No.2- Technical Specifications for Automatic Fin Feeding & Holding System Qty- 1 No.

Sl.No.	Existing	To be amended as
1	Clause 4: FIN FEEDING MAGAZINE: Fin feeding magazine should be designed to accommodate 500 fins per magazine per side. Fin feeding magazine should be designed to accommodate and feed both single tube fin and double tube fins. Refer Drawing 3.	FIN FEEDING MAGAZINE: Fin feeding magazine should be designed to accommodate 500 fins per magazine per side. Fin feeding magazine should be designed to accommodate and feed double tube fins. Refer Drawing 2&3.
2	Clause 7: TOOLING: One set of Single Fin Holders for H Fin welding on Single tube to provided.	: TOOLING: One set of Single Fin Holders for H Fin welding on Single tube to be provided for manual operation .

Successful bidder should provide price break up as below,

PRICE BREAK -UP FORMAT

Enquiry No. GEM/2023/B/3657644 dated 07.07.2023

Item Description: H Fin to Tube Welding Machine, Qty - 01 No. & Automatic Fin Feeding and Holding System, Qty - 01 No.

Sl.No. I : H Fin to Tube Welding Machine, Qty - 01 No.

Sl.No.	Description	Price
a	Supply: FOR BHEL Trichy value excluding Taxes	
b	GST on Supply Value	
c	ICT Value excluding Taxes	
d	GST on ICT Value	
e	Total value of H Fin to Tube Welding Machine (a+b+c+d)	

Sl.No. II : Automatic Fin Feeding and Holding System, Qty - 01 No.

Sl.No.	Description	Price
a	Supply: FOR BHEL Trichy value excluding Taxes	
b	GST on Supply Value	
c	ICT Value excluding Taxes	
d	GST on ICT Value	
e	Total value of Automatic Fin Feeding and Holding System (a+b+c+d)	

Total Contract Price Break -up

Sl. No.	Item Description	Qty.	Supply	ICT	Total contract Price
1	H Fin to Tube Welding Machine	1 No.			
2	Automatic Fin Feeding and Holding System	1 No.			
TOTAL CONTRACT PRICE(1+2) :					

12. 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, 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](#)