

Bid Corrigendum

GEM/2023/B/3848610-C5

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. Data Sheet of the product(s) offered in the bid, are to be uploaded along with the bid documents. Buyers can match and verify the Data Sheet with the product specifications offered. In case of any unexplained mismatch of technical parameters, the bid is liable for rejection.
4. 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.
5. **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):
BHEL TPIA

Post Receipt Inspection at consignee site before acceptance of stores:
NA
6. 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.
7. The bidder is required to upload, along with the bid, all relevant certificates such as BIS licence, type test certificate, approval certificates and other certificates as prescribed in the Product Specification given in the bid document.
8. Buyer Added text based ATC clauses

ANNEXURE -I

Additional clauses of NIT

1. Dispatch Markings: -

Each box shall be marked with Capital Letters in "Red" indicating the PEM supply (Main Supply OR Commissioning spare) for **1 X 800 MW TSGENCO KOTHAGUDAM TPP**. Each package delivered under the Contract shall be marked by Supplier and such marking must be distinct and in English Language (all previous irrelevant markings being carefully obliterated). Such marking shall show the description and quantity of contents, the name and address of consignee, the Gross weight and Net weight of the package, the name of the Supplier, PEM P.O. reference number, with a distinctive number of mark sufficient for purposes of identification. Besides above necessary, packing shall bear a special marking 'TOP', 'BOTTOM', 'DO NOT TURN OVER', 'KEEP DRY', 'HANDLE WITH CARE', etc.

IMPORTANT

- Two copies of respective standard manufacturer's erection instruction/operation instruction manual shall be kept in each package / container for immediate reference by BHEL site and same shall be reflected in packing slip also
- The Packing list details for the consignment must be put inside the Box /Boxes.

2. Liquidated Damages: -

- a) **For Turnkey packages (Supply and E&C in vendor scope)-** Purchaser reserves the right to recover from the Seller/ Contractor, as agreed liquidated damages and not by way of penalty, a sum equivalent to half ($\frac{1}{2}$) percent, of the total contract price (main supply and E&C) excluding GST per week or part thereof, subject to a maximum of ten (10) percent of the total contract price (main supply and E&C) excluding GST, if E&C completion of the package is delayed beyond the contractual completion date or extension thereof as per the period stipulated in the Order/ Contract. Liquidated Damages will not be withheld from supply payment for delay in supply.

NOTE:

- LR/RR date for indigenous supplies (Bill of Lading/AWB for Foreign supplies) shall be treated as the date of dispatch for levying LD.
- ii. In case of any amendment/ revision, LD shall be linked to the amended / revised contract value and delivery date(s).
- iii. If Order/ Contract involves two or more Units/ Sets/ Lots/ Stages, then Liquidated Damages shall be levied on order/ contract value excluding GST of the delayed Unit/ Set/ Lot/ Stage, provided delivery stipulated in the Order/ Contract is Unit/ Set/ Lot/Stage wise, however total LD amount shall be limited to 10% of total order/ amended order value excluding GST of delayed Unit/ Set/ Lot/Stage. Any subsequent lot released (not envisaged in original contract) due to increase in quantity within permissible quantity variation shall be treated as separate lot for the purpose of LD.
- iv. The sum specified above is not a penalty but a genuine pre -estimate of the loss/ damage which will be suffered by purchaser on account of delay on the part of the Contractor/Seller and the said amount will be deductible without proof of actual loss or damage caused by such delay.

Above LD clause shall prevail over the LD clause of GeM GTC .

3. Risk & Cost Purchase

BHEL reserves the right to terminate the contract or withdraw portion of work and get it done through other agency, at the risk and cost of the contractor after due notice of a period of 14 days' by BHEL in any of the following cases:

- If the Seller/Contractor fails to deliver the goods or materials or any instalment thereof within the period(s) fixed for such delivery or the Seller's poor progress of the supply/ services vis-à-vis delivery/execution timeline as stipulated in the Contract, backlog attributable to seller including unexecuted portion of supply does not appear to be executable within balance available period;
- Delivers goods or materials not of the contracted quality and failing to adhere to the contract specifications;
- Withdrawal from or repudiation/ abandonment of the supply/ services by Seller before completion as per contract or if the Seller refuses or is unable to supply goods or materials covered by the Order/Contract either in whole or in part or otherwise fails to perform the Order/Contract;
- Non-supply by the Seller within scheduled completion/delivery period as per Contract or as extended from time to time, for the reasons attributable to the Seller;
- Termination of Contract on account of any other reason (s) attributable to Seller.
- Assignment, transfer, subletting of Contract without BHEL's written permission resulting in termination of Contract or part thereof by BHEL.

vii) If the Seller be an individual or a sole proprietorship Firm, in the event of the death or insanity of the Seller;

viii) If the Seller/Contractor being an individual or if a firm on a partnership thereof, shall at any time, be adjudged insolvent or shall have a receiving order for administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any assignment of the Order/Contract or enter into any arrangement or composition with his creditors or suspend payment or if the firm dissolved under the Partnership Act;

ix) If the Seller/Contractor being a company is wound up voluntarily or by order of a Court or a Receiver, Liquidator or Manager on behalf of the debenture holders and creditors is appointed or circumstances shall have arisen which entitles the Court of debenture holder and creditors to appoint a receiver, liquidator or manager;

x) Non-compliance to any contractual condition or any other default attributable to Seller.

Such defaulting vendor/Seller shall not be eligible to participate in re-tendering conducted on account of risk purchase made due to fault of such vendor/Seller.

3.1 **Risk & Cost Amount against Balance Work**

Risk & Cost amount against balance work shall be calculated as follows :

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

Where,

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

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

H = Overhead Factor to be taken as 5

In case (A-B) is less than 0 (zero), value of (A-B) shall be taken as 0 (zero).

3.2 **Balance scope of work (in case of termination of contract):**

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 Work 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.

Items for which total quantities to be executed have exceeded the Contract Quantities based on drawings issued to contractor from time to time till issue of Termination letter, then for these items total Quantities as per issued drawings would be deemed to be contract quantities.

Substitute/ extra items whose rates have already been approved would form part of contract quantities for this purpose.

Substitute/ extra items which have been executed but rates have not been approved, would also form part of contract quantities for this purpose and rates of such items shall be determined in line with contractual provisions.

However, increase in quantities on account of additional scope in new tender shall not be considered for this purpose.

NOTE: In case portion of work is being withdrawn at risk & cost of contractor instead of termination of contract, contract

quantities pertaining to portion of work withdrawn shall be considered as 'Balance scope of work' for calculating Risk & Cost amount.

3.3 **LD against delay in executed work in case of Termination of Contract**

LD against delay in executed work shall be calculated in line with above LD clause, for the delay attributable to contractor. For limiting the maximum value of LD, contract value shall be taken as Executed Value of work till termination of contract.

Method for calculation of LD against delay in executed work in case of termination of contract " is given below.

i. Let the time period from scheduled date of start of work till termination of contract excluding the period of

Hold (if any) not attributable to contractor = T1

ii. Let the value of executed work till the time of termination of contract = X

iii. Let the Total Executable Value of work for which inputs /fronts were made available to contractor and were

planned for execution till termination of contract = Y

iv. Delay in executed work attributable to contractor i.e. T2 = $[1-(X/Y)] \times T1$

v. LD shall be calculated in line with LD clause (clause 16) of the Contract for the delay attributable to

contractor taking "X" as Contract Value and "T2" as period of delay attributable to contractor .

3.4 Recoveries arising out of Risk & Cost and LD or any other recoveries due from Contractor

Without prejudice to the other means of recovery of such dues from the Seller recoveries from the Seller on whom risk & cost has been invoked shall be made from the following:

a) Dues available in the form of Bills payable to seller, SD, BGs against the same contract .

b) Dues payable to seller against other contracts in the same Region /Unit/ Division of BHEL.

c) Dues payable to seller against other contracts in the different Region /Unit/ division of BHEL.

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

4. For recognition of dispatch, vendor to submit following documents to BHEL by e-mail/ fax immediately on dispatch: - GST compliant invoice, LR for Indian Vendors (indicating Invoice No., no. of boxes , PTL (if applicable) etc.) / Bill of Lading or AWB for foreign vendor, Packing List (Must be indicating No. of boxes, Packing size, Gross weight and net weight of each package, Contents of the package with cross reference to BoM item code no. or item serial no. and Quantity of each item separately), Insurance Intimation to underwriter through email/fax, Dispatch Clearance.

B. Following clauses shall be selected as available in GEM shall also be part of NIT: -

i. 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.

ii. 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 %.

iii. Data Sheet of the product(s) offered in the bid, are to be uploaded along with the bid documents. Buyers can match and verify the Data Sheet with the product specifications offered . In case of any unexplained mismatch of technical parameters, the bid is liable for rejection.

iv. The bidder is required to upload, along with the bid, all relevant certificates such as BIS license , type test certificate, approval certificates and other certificates as prescribed in the Product Specification given in the bid document.

v. 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.

VI. 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): BHEL TPIA

Post Receipt Inspection at consignee site before acceptance of stores : NA

VII. 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

Additional Terms and Conditions for subject Tender Enquiry to be complied by Bidders for Consideration in this tender:

- A.** Bidders to ensure that Third party/Customer issued certificates being submitted as proof of PQR qualification should have verifiable details of document/certificate issuing authority such as name & designation of Issuing Authority and its organization contact number and E-mail Id. In case the same is found not available, BHEL has the right to reject such document from evaluation.
- B.** "This item /package/system falls under the list of items defined in para 3 of ministry of finance guideline date 20.09.16 (procurement of items related to public safety, health, critical security operations and Equipment's etc.) & hence criteria of prior experience /turnover shall be same for all bidders including start up /MSME".
- C. Guarantee & Warrantee** shall be As per Cl. No. 10 of GTC on GeM for the bid . Guarantee period shall be 12 calendar months from the date of handing over of the system Unit wise/Lot-wise/Stage-wise/Set-wise / system wise to customer or completion of O&M period Unit wise/Lot-wise/Stage-wise/Set-wise/ system wise (as applicable), whichever is later .
- D.** Evaluation shall be on the basis of total all inclusive, landed price at consignee destination (Refer cl. No. 6 of GTC on GEM).
- E. Terms of Delivery:** - Terms of delivery shall be F .O.R. dispatch station. All dispatches shall be through Road Carriers on Freight Pre-Paid basis. Road Permit/E-way Bill if required will be arranged by Supplier . However, loading & Transit insurance shall be in the scope of Seller and unloading of items at delivery point shall be in the scope of BHEL. Bidder to quote prices accordingly.
- F.** Further, w.r.t. Transit Insurance supplier has to inform the details of dispatches (such as Policy No., Consignee Name, Consignment Packing details, Project Name, Purchase Order No., LR No. & date, Invoice No. & date, Dispatch Origin & destination details etc.) to policy underwriter.
- G.** Bidder has to provide the details as per TECHNICAL PQR (attached with Specifications of product catalogue) in its offer and has to note that bids of only those bidders shall be evaluated who meet the 'Technical Pre-Qualifying requirements'. The terms of technical PQR shall prevail in conflict (if any).
- H.** PQR criteria uploaded with Buyer uploaded Bid Specific document shall prevail Value of Experience criteria and Past performance parameter mentioned in GeM bid.
- I. Inspection call to be raised by bidder on BHEL CQIR portal** (details shall be shared at the of execution of order) and Inspection agency shall attend at the inspection within seven (07) days of the date on which the material is notified as being ready. In case of delay in witnessing of inspection beyond stipulated time (i.e. 7 days from the date on which the material is notified as being ready), by BHEL arising due to reasons not attributable to vendor, BHEL will extend the delivery period for such delay in carrying out inspection. If BHEL is not able to witness inspection up to 15 days then in addition to delay beyond stipulated period, extension in delivery time of 07 days for arranging fresh inspection will be given.

When the tests have been satisfactorily completed at Seller/ Contractor's works, the Inspection Agency shall issue an inspection report that effect within seven (07) days after completion of the tests, but if the tests were not witnessed by the Inspection Agency or his representative, the material acceptance report would be issued within seven (07) days after receipt of the test certificates by the Purchaser .

Purchaser will issue MDCC to the Seller/ Contractor within 7 days based on inspection report/ test certificates/Certificate of Conformance as applicable. In case of delay in issuance of MDCC beyond 7 days stipulated time (i.e. from the date of successful inspection report), by BHEL arising due to reasons not attributable to vendor, BHEL will extend the delivery period for such delay in issuing MDCC. If BHEL is not able to issue MDCC up to 15 days then in addition to delay beyond stipulated period, 7 days' additional time shall be given to vendor to facilitate the vendor for arranging logistics arrangements.

J. All Bidders shall be required to submit applicable Freight % & GST % included in their prices during clarification stage of Tender.

K. Performance Bank Guarantee: shall be as per Cl. No. 7 of GTC of GeM. Performance Security amount shall be @5% of the value of contract value separately for main supply PO and for E&C PO.

Initial PBG validity :- Initial e-PBG validity shall be 23 months from PO date. However, BG will be released only after completion of all contractual liability or guarantee period whichever is later.

BG for supply portion (complete in all respect) to be submitted in favour of BHEL PEM NOIDA and for **E & C JOB portion** to be submitted in respective BHEL -Region/Site, i.e. BG to be submitted in favour of or dering/paying agency.

Note: BG value can be proportionately reduced after completion of Guarantee Period /Defect liability Unit-wise/ Lot wise/ Stage-wise/Set-wise, subject to the units/lots/sets/stages being explicitly specified in the contract.

Purchaser reserves the right to encash the bank guarantee and forfeit the amount in the event of any default, failure or neglect on part of the Seller / Contractor in fulfillment of performance of the Order /Contract or in the event GST credit is delayed / denied to BHEL due to non/delayed receipt of goods and / or tax invoice or expiry to timeline prescribed in the relevant act for availing such Input Tax Credit or any other reasons not attributable to BHEL.

Equivalent amount shall be recovered from payment due to the Seller / Contractor, before releasing any payment, in absence of a valid bank guarantee.

Bank Guarantees shall be from Consortium Bank as per list and directives on [www . pem.bhel.com](http://www.pem.bhel.com).

In case of private sector banks, a clause to be incorporated in the text of bank guarantee that it can be enforced by being presented at any branch of the bank located in the respective PS-region HQs.

L. Payment Terms:

~~**For Supply Portion :-** 100% payment as per clause no. 12 (i) of GTC on GeM. Supplier has to provide original +1 copy of Tax invoice, Packing List, LR/RR or AWB, CRAC, Insurance intimation, Guarantee Certificate, E-way bill (as applicable) for payment.~~

NEW TERMS

For Supply Portion :-

a) '90% Payment of basic price of materials supplied, as per PO / approved billing schedule, along with freight, taxes and duties (as applicable), shall be paid against receipt of material (CRAC) at site on prorata basis. Supplier has to provide original+1 copy of Tax invoice, Packing List, LR/RR or AWB, CRAC, Insurance intimation, Guarantee Certificate, E-way bill (as applicable) for payment.

b) Ten percent (10% of basic price of materials supplied) shall be released after

i) submission of certificate of submission of all the final documents for the package (AS BUILTDRAWINGS, O&M MANUAL, FINAL DRAWINGS, INSPECTION DOCUMENTS, DEMO REQUIRED AS PER CUSTOMER CONTRACT, HANDING OVER [BY VENDOR TO OWNER), duly certified by Engineering Department of Purchaser and

ii) successful completion of Performance Guarantee (PG)/ Demonstration Test and handing over of the system/ package to Customer/BHEL, if applicable, as per Order/ Contract.

For E & C Portion :-

(a) Eighty percent (80%) payment on pro-rata basis for the work completed, as per approved billing schedule

ule, shall be released by Site authorities/ Region on submission of protocols, duly signed by BHEL Site / Owner.

(b) Ten percent (10%) of the total value shall be released by Site authorities / Region on successful commissioning of the complete system/package.

(c) Last Ten percent (10%) of the total value shall be released by Site authorities / Region on successful completion of PG/ Demonstration test(s) and handing over system/ package to the Customer/BHEL, as applicable.

Offline payment mode shall be selected . Payment will be released within 90 days for Non MSME after submission of complete documents (45 days for Micro & Small Enterprises (MSEs), 60 days for Medium Enterprises).

New Terms

“Notes :- If the Performance Guarantee/ Demonstration Test and Handing over system/package to the customer/BHEL, as applicable, is not conducted up to 24 months from E&C completion for reasons not attributable to the vendor, then last 10% payment under aforesaid clause L) for supply - b) & for E & C portion (c) will be released against Bank Guarantee of an equivalent amount, valid for 12 months, provided other conditions of clause L) for supply - b) & for E & C portion (c) are complied with. This bank guarantee will be in addition to Contract Performance Bank Guarantee for 5% of the contract value (excluding taxes, duties and freight).”

- M.** Prices shall be firm till execution of contract . Bidder has to quote total price for supply scope as well as for E&C scope separately on GeM in line with total prices quoted for respective scope in attached price format/BoQ. Break up of total price shall be provided by the bidder as per the provided price format /BoQ. Bidder has to ensure total price as per format/BoQ and on GeM shall be same . Bidder to upload the price format/BoQ in the price bid .

Bidders to note that in case discrepancy is observed between total price quoted on GeM and price break up, total price quoted on GeM shall prevail and break up shall be corrected accordingly.

For PSSR E&C scope, PEM will issue LOI and forward to PSSR for PO placement .

For PEM Supply scope, PEM will issue PO .

- N.** Total Erection & Commissioning charges (excluding GST) should be minimum 20% of the total quoted price of main equipment supply (including freight & excluding GST) and erection & commissioning (excluding GST), failing which the break-up of prices shall be adjusted accordingly for ordering .

- O. Bid reserved for Make in India products:** - Procurement under this bid is reserved for purchase from Class 1 local suppliers as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a class 1 local supplier is denoted in the bid document as **SIXTY (60)%**. All bidders must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which the bid is liable to be rejected.

Regarding verification of local content, the local supplier at the time of tender, bidding or solicitation shall be required to provide certification (as per enclosed annexure-IV) as per para 9 of PP-MII order revision dated 16.09.2020

- P. This is conditional tender enquiry. Financial bid opening (Part-II) of a bidder shall be subjected to following: -**

- (i) Techno-Commercial evaluation/recommendation by BHEL.

- (ii) Qualification of Technical PQR & Financial PQR.
- (iii) Offered item should mandatorily conform to PP-MII order provisions.
- (iv) Approval of vendor from end Customer (TSGENCO). shall be taken up by BHEL-PEM with customer. Bidders who are not approved from TSGENCO (end customer) should furnish the credentials as per TSGENCO (end customer) format - (Annexure -C) along with their bid.

Q. Consignee Details (for PRC - Provisional Receipt Certificate & CRAC - Consignee's Receipt cum Acceptance Certificate, as applicable) shall be as per Project Site official details.

R. The Bidder has to declare 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.

S. Bidders to ensure the following: -

- Ensure compliance to Ministry of Power (MoP) Order No. 11/05/2018-Coord. dt. 28/07/2020, if applicable.
- Ensure compliance of Ministry of Finance (MoF) Order (Public Procurement No. 1 & 2) F. No. 6/18/2019/PPD dt. 23/07/2020.
- to submit "Model Certificate for Tenders" as per Annexure-III of Ministry of Finance (MoF) Order (Public Procurement No. 1 & 2) F. No. 6/18/2019/PPD dt. 23/07/2020. Bidder to submit the following undertaking on their letter head duly signed from the highest competent authority at your end (i.e Owner, partner, CMD, Director etc.)

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I hereby certify that this bidder is not from such a country and is eligible to be considered"

Note: - This bidder is to be replaced with bidders' organizational name.

T. Delivery Period : Delivery completion

Main Supply 'including quantity variation': Delivery completion for Main supply shall be 175 days from the PO date. * if quantity variation release along with approval of primary documents.

E&C by supplier : E&C Completion shall be within 03 months from date of clearance/ availability of working front at Site. Front clearance shall be considered as the date on which BHEL intimates vendor their readiness for installation/commissioning for the subject equipment and seeks deputation of vendor representative for the purpose.

For Quantity variation/Lot clearance :** Four (04) months from Lot clearance.

** if Quantity variation/Lot clearance issued after the primary documents approval.

Other terms of delivery mentioned at Annexure -A of this ATC. Also refer tender documents for delivery schedule.

U. For registration in BHEL PEM- Online registration portal is operational, Non-registered Vendors who wish to apply for registration in BHEL-PEM can apply through Online Registration Portal available at www.pem.bhel.com - vendor section - Online Supplier Registration. All credentials and/or documents duly signed and stamped related to registration can be uploaded on the website and submit the application for registration

. However, registration of suppliers is not mandatory in case of open tender

V. 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/sub-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. Bidder must proactively declare such sister/comm on business/management units in same/similar line of business.

W. Instructions to Packing List (annexure -III) and Certification reg. Local content (annexure -IV) to be complied by bidders.

X. Quantity Variation: - Qty Variation shall be +/- 30%.

Bidders to note that percentage of quantity variation **(25%)** mentioned in 'OPTIONAL CLAUSE' of GeM bid to be read as 30%.

Y. Any other special major condition : -

- i) Material shall be dispatched by vendor after issuance of MDCC by BHEL only .
- ii) CIF is not available for this Package.
- iii) PVC is not applicable.

iv) Evaluation shall be on the basis of total all inclusive, landed price at consignee destination (Refer cl. No. 6 of GTC on GEM) (pg. 111-112)

v) Nature of the package being non divisible (domestic case), MSE preference is not applicable.

vi) Advance intimation of dispatch by bidder shall be given, to PEM and Insurance agency /Site

Z. All the Buyer Added Bid Specific Additional Terms and Conditions shall supersede relevant terms & conditions of GeM GTC and shall prevail in case of conflict with any other terms & conditions of tender (if any).

AA. All other terms & conditions shall be as per selected Additional Terms & Conditions for subject bid from GeM library and GTC version 4.0 (Version 1.11) available on GeM Portal on enquiry floating date shall be applicable.

BOQ CUM PRICE SCHEDULE & FINANCIAL PRE-QUALIFICATION REQUIREMENTS are attached herewith.

9. 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.](#)