

## Bid Corrigendum

GEM/2023/B/3934854-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. **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):  
Pre-dispatch inspection is required as per approved QAP  
  
Post Receipt Inspection at consignee site before acceptance of stores:  
Not Applicable
2. **Bidder Turn Over Criteria:** The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3 year old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
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. 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.
5. 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 %.
6. Buyer Added text based ATC clauses

**1) Item Work Description: Supply of 32 NB Heavy Class G I Pipes.**

**2) Project Name:** 5X800MW Yadadri Thermal Power Station, Telangana State

**3) Ship to (Consignee) Address (to be mentioned in Invoice & LR)**

The Asst. Divisional Engineer (Stores)  
Construction Division,  
Yadadri TPS (5X800 MW),  
Dameracherla (Mandal),  
Verlapalem (Village), Distt.- Nalgonda  
Telangana Pin: 508355

A/C BHEL-ISG

GSTIN of TSGENCO/ Telangana State: 36AAFCT0257Q3ZT

Any change in the details shall be provided at the time of dispatch clearance.

**4) Bill to (Billing) Address (to be mentioned in Invoice)**

BHEL-Industrial Systems Group

Post Box No.:1249,

Prof. CNR Rao Circle, IISc Post, Malleswaram,

BANGALORE - 560012

GSTIN No. of BHEL / Karnataka state: 29AAACB4146P1ZB

Any change in the details shall be provided at the time of dispatch clearance.

**5) Scope of Work:** As per Technical Specifications enclosed

**6) Unloading and Storage at Site:** Not in the scope of the bidder.

**7) Pre-Qualification Requirement-**

i) Pre-Qualification Requirement: (Technical):-

The bidder must be an approved vendor of any BHEL unit, and must have supplied handrails to any BHEL unit within the last 7 years.

NOTES:

- a) Bidder to submit all supporting documents in English. If documents submitted by bidder are in a language other than English, a self-attested English translated document should also be submitted.
- b) Notwithstanding anything stated above, BHEL reserves the right to assess the capabilities and capacity of the bidder to perform the contract, should the circumstances warrant such assessment in the overall interest of BHEL.

**ii) Pre-Qualification Requirement: (Financial):**

Bidder should have a minimum average annual turnover of Rs. 3 Lakhs during last 3 financial years (FY 20 20-21, 2021-22 & 2022-23) ending 31st March 2023 and should submit Annual reports (Audited balance sheets, Profit & Loss Accounts). In case the financial statements of the latest FY are not audited as on the tender due date, the financial statements are required to be certified by Chartered Accountant.

**8) Insurance**

Insurance including transit insurance shall be arranged by BHEL. Insurance details shall be shared with the successful bidder (s) after placement of order.

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

**9) Guarantee period:** Guarantee period shall be 12 months from date of receipt of material at site. In case of any material defect found, entire batch (heat number) shall be replaced with new material without any additional cost to BHEL.

**10) Performance Bank Guarantee (PBG):** Not Applicable

**11) Documents to be submitted along with the offer-**

Bidder shall submit the signed & stamped copy of below mentioned documents along with their techno-commercial offer:

- a) All terms & conditions as per this GeM Bid Document, corrigenda (if any)
- c) Technical specifications and Annexures
- e) Supporting documents for Technical PQR
- f) Supporting documents for Financial PQR
- g) Documents in support of Class I local supplier
- h) Documents in support of MSE status (if applicable)

**12) Quantity Tolerance:** Quantity variation shall be + 2% of overall quantity.

**13) Delivery Period:** The delivery period shall be 02 months from the date of GeM Contract/ Order.

**14) Liquidated Damages for delay in completion: Applicable as per GeM General Terms & Conditions.**

**15) Dispatch Documents Required (to be furnished by Vendor) for billing/ payment**

- i) Original GST compliant invoice as per GST Act
- ii) Copy of Delivery challan
- iii) Copy of Packing list
- iv) Copy of Receipted LR
- v) Copy of Guarantee certificate
- vi) Copy of Insurance intimation
- vii) Copy of Despatch clearance issued by BHEL
- viii) Copy of 'Consignee's Receipt cum Acceptance Certificate' (CRAC)/ Material Receipt Certificate (MRC) from BHEL site
- ix) Screenshot of GST portal/ details confirming payment of GST

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

**16) Price basis-**

Price Basis: Ex-works inclusive of packing & forwarding charges, all taxes & duties, levies, cess etc. (as applicable) excluding Goods & Service Tax (GST)

**Bidder to note that price quoted shall be inclusive of packing & forwarding charges, freight charges, all taxes & duties, levies, cess etc. (as applicable) including Goods & Service Tax (GST).**

Transportation of goods up to Destination shall be arranged by vendor on behalf of BHEL. Bidder to note that price quoted for the equipment/ item shall be inclusive of freight charges.

Type of Contract: Unit Rate

**17) Price Variation Compensation (PVC): Not Applicable**

**18) Order of Precedence of documents:**

- i) **Corrigenda (if any)**
- ii) **Buyer added Bid Specific ATC (Buyer Added text based ATC clauses)**
- iii) **Technical Specifications and Documents**
- iv) **GeM Terms and conditions (as per GeM Bid Document)**
- v) **GeM General Terms and Conditions (GTC)**

**19) Payment Timelines shall be as follows:**

Micro & Small Enterprises (MSEs)	45 days
Medium Enterprises	60 days
Non MSME	90 days

**20) C**

**Conflict of Interest among Bidders/ Agents**

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

- a) they have controlling partner (s) in common; **or**
- b) they receive or have received any direct or indirect subsidy/ financial stake from any of them; **or**

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

## **21) Basis for rejection of offers:**

- a) Incomplete offers i.e., offers without documents as per instruction of the tender and offers not complying with NIT/ Enquiry conditions shall be liable for rejection.
- b) Offers not qualifying for the Pre Qualification Requirement of the tender shall be liable for rejection.
- c) Offers not qualifying technically/ commercially shall be liable for rejection.
- d) The decision on Acceptance/ Rejection of offers as decided by BHEL shall be final and binding on the vendors/ bidders.

## **22) Other general terms & conditions:**

- a) The evaluation currency for this tender shall be INR.
- b) Language of the tender submission of bids shall be English. In case any document of the bidder is in any other language, the duly certified copy of English translation must be enclosed in the offer.
- c) Compliance to e-invoicing, MSE, GST, MII requirements to be ensured as per extant provisions and guidelines of Govt. of India.
- d) Material will be dispatched only upon prior written intimation by BHEL as per site requirement and project requirement.
- e) In the Buyer added ATC - Inspection clause- Pre-dispatch inspection at Seller premises (Fee/Charges to be borne by the BUYER): sentence - "Fee/Charges taken by the External Inspection Agency and any external laboratories testing charges shall be borne by the Buyer" shall be read as "Fee/Charges taken by the External inspection Agency shall be borne by the Buyer. All other inspection/ testing Fees/ charges including by any external laboratories (as applicable) shall be borne by the bidder".
- f) The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL website [www.bhel.com](http://www.bhel.com).
- g) BHEL shall not be liable for any expenses incurred by bidder in preparation of bid irrespective of whether it is accepted or not for any reason whatsoever.
- h) All other terms & conditions shall be as per GeM General Terms & Conditions (GTC).

### **23) Contact Person for Clarifications on Commercial Terms & Conditions**

Lakshman Singh Yadav- Manager/ PG-1

E-MAIL: [lsy@bhel.in](mailto:lsy@bhel.in)

Ph. No. +91-080-2218 4127

### **24) Contact Person for Clarifications on Technical Specifications-**

Animesh Das -Dy Manager/ Engineering. (Civil)

E-MAIL: [ada@bhel.in](mailto:ada@bhel.in)

Ph. No. +91-080-2218 4105

**26)** Bidder to note that the acceptance of the offer is subjected to the "Bidder approval from our customer". Bidder shall provide any additional document required for Customer approval. In case customer does not approve the credentials of the bidder, the bidder will be technically rejected.

**27)** Vendor contact details like, Name, E- mail ID and Contact number are to be furnished along with tender documents.

## **Corrigendum-01 Dtd-21-09-2023**

### **Pre-Bid Clarifications -01**

**Bidder Query:-**Please refer to Your GEM Tender Enquiry No. GEM/2023/B/3934854 for GI Hand rails Pipes

Please inform if we need to supply only Galvanised Hand Rails Pipe of 6.0 meter Length of Size 32 NB and as per IS 1239.

There are drawings for hand rails also given in tender.

Please confirm that there is No Fabrication involved in this tender Item.

**BHEL Reply:-** Vendor to supply only Galvanised Hand Rails Pipe of 6.0 meter Length of Size 32 NB and as per IS 1239.

### **Bidder Query:-**

In all these supplies the Specs of MS Pipe Ra Material is IS 1161 YST 240.

Please confirm at your end that you need GI Pipe as per IS 1239 for the same purpose of Fabrication Hand Rails.

The Pipes might Crack during Bending of pipes as per drawings given in tender.

The Zinc Coating might also Crack or peel off while Bending

**BHEL Reply:-**Tender specifications to be followed, which involves only supply of GI hand rail pipes as per IS-1239

7. Without prejudice to Buyer's right to price adjustment by way of discount or any other right or remedy available to Buyer, Buyer may terminate the Contract or any part thereof by a written notice to the Seller, if:
- i) The Seller fails to comply with any material term of the Contract.
  - ii) The Seller informs Buyer of its inability to deliver the Material(s) or any part thereof within the stipulated Delivery Period or such inability otherwise becomes apparent.
  - iii) The Seller fails to deliver the Material(s) or any part thereof within the stipulated Delivery Period and/or to replace/rectify any rejected or defective Material(s) promptly.
  - iv) The Seller becomes bankrupt or goes into liquidation.
  - v) The Seller makes a general assignment for the benefit of creditors.

- vi) A receiver is appointed for any substantial property owned by the Seller.
- vii) The Seller has misrepresented to Buyer, acting on which misrepresentation Buyer has placed the Purchase Order on the Seller.

## Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. Any clause(s) incorporated by the Buyer regarding following shall be treated as null and void and would not be considered as part of bid:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process.
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

\*This document shall overwrite all previous versions of Bid Specific Additional Terms and Conditions.

[This Bid is also governed by the General Terms and Conditions](#)