

## Bid Corrigendum

GEM/2023/B/4240565-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. Buyer Added text based ATC clauses
1. Inspection shall be done by BHEL or its nominated agency at supplier's works.
2. Material should be despatched as per description mentioned below :-

#### **Set of wheel and axle sets, for Vande Bharat Trainset, consisting of following items: -**

**a) 1 set of complete assembled wheel and axle set to drg no.- 89002005 latest Alt ,for Motor Coach. Wheel axle set shall be duly mounted with disc brake system and gearbox.**

**b) 1 set of complete assembled wheel and axle set to drg no.- 89102006 latest Alt ,for Trailer Coach. Wheel axle shall be duly mounted with disc brake system.**

3. The commercially term & conditions of GeM and mentioned in bid shall be only applicable.

Further if any clarification required for the same please feel free to contact

1. Engineer (MM)/ Ph.- 0510-2770-001, Extn. no. - 2384, Email id:- rahulkm@bhel.in
2. Manager (MM)/ Ph.- 0510-2770-001, Extn. no. - 2513, Email id:- kunal@bhel.in
3. Sr. DGM (MM)/ Ph.- 0510-2770-001, Extn. no. - 2714, Email id:- ashim@bhel.in

4. Payment Terms:

#### **(a) Payment Terms for Wheel axle set for first two prototype train sets (64 Sets):**

"70% of the invoice value will be released within 90 days (45 days for Micro & Small Enterprises and 60 days for Medium Enterprise) from the date of successful completion of load testing of bogie assembly fitted with supplied wheel sets."

and,

balance 30% within 30 days from the date of acceptance of prototype trainset by ICF”.

**(b) For regular supplies after acceptance of prototype i.e; beyond first two train sets:**

“100% invoice value will be released within 90 days (45 days for Micro & Small Enterprises and 60 days for Medium Enterprise) from the date of successful completion of load testing of bogie assembly fitted with supplied wheel sets.”

5. **EMD:** Bidder to submit EMD of Rs 300 lacs on Non-judicial stamp paper of Rs 10,000/- with a validity period of 45 days beyond final bid validity period. The format of EMD is enclosed with bid (Annexure A).
- The EMD will be forfeited, if the bidder withdraws or amends its/ his tender or impair or derogate from tender in any respect within the validity period or if successful bidder fails to furnish the required performance security within the specified time period mentioned in the tender.
  - EMD shall be refunded for unsuccessful bidders.
  - EMD shall not carry any interest.
  - Offers received without EMD shall not be considered.

**Modes of deposit for EMD is as under:**

- Electronic Fund Transfer credited in BHEL account (before tender opening).
- Banker’s cheque /Pay Order/ Demand Draft, in favour of BHEL (along with offer).
- Fixed Deposit Receipt (FDR).
- Bank Guarantee from any Scheduled Bank.

6. **Contract Performance security (CPS):** Performance security shall be 5% of contract value. Successful bidder to submit the Performance security within 14 days from the award of the contract and shall remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the supplier including warranty obligations. The format of performance security is enclosed with bid (Annexure B).
- The Performance Security will be forfeited and credited to BHEL’s account in the event of a breach of contract by supplier. CPS may also be forfeited and PO may be short closed if supplier fails to supply the material as per the contractual delivery period mentioned in PO. In case of breach of contract, 10% of contract value is recoverable. Recovery shall be done by forfeiting Performance Security and balance from other financial remedies / legal remedies without risk & cost.
  - Performance Security shall not carry any interest.
  - BHEL will not be liable or responsible in any manner for the collection of interest or renewal of documents or in any other matter connected to therewith.

**Modes of deposit for performance security is as under:**

- Local Cheques of Scheduled Banks (Subject to realization)/ Pay Order/ Demand draft/ Electronic Fund Transfer in favour of BHEL.
- Bank Guarantee from any Scheduled Bank/ Public financial Institutions as defined in Companies Act. The Bank Guarantee format should have the approval of BHEL.
- Fixed Deposit receipt issued by Scheduled Banks/ Public financial Institutions as defined in Companies Act (FDR should be in the name of the Contractor, a/c BHEL).

7. **Delivery:** Bidders have to meet the tender delivery schedule. Vendor to supply fully assembled complete **Wheel axle set** on FOR BHEL, Jhansi basis. BHEL delivery requirement is as under and same shall be applicable contractual purpose:

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Date	Qty (ST)
15-Aug-24	32
15-Oct-24	32
14-Aug-25	32
13-Sep-25	32
13-Oct-25	32
12-Nov-25	32
12-Dec-25	32

Date	Qty (ST)
11-Jan-26	32
10-Feb-26	32
12-Mar-26	32
11-Apr-26	32
11-May-26	32
10-Jun-26	32
10-Jul-26	32
05-Aug-26	32
25-Aug-26	32
14-Sep-26	32
04-Oct-26	32
24-Oct-26	32
13-Nov-26	32
03-Dec-26	32
23-Dec-26	32

Date	Qty (ST)
12-Jan-27	32
01-Feb-27	32
21-Feb-27	32
13-Mar-27	32
02-Apr-27	32
22-Apr-27	32
12-May-27	32
01-Jun-27	32
21-Jun-27	32
11-Jul-27	32

8. PVC shall be applicable as per formula enclosed (Annexure C).
9. Format of Integrity pact enclosed (Annexure D). Bidder to submit the duly signed & sealed format along with the Bid.
10. Non-disclosure Agreement (NDA): Format of NDA is enclosed with tender enquiry. Bidders to submit original copy of NDA within 7 working days from the date of issue of enquiry. Drawing/ data or any other information shall be provided after the receipt of duly signed original NDA. The NDA shall be submitted on Non-Judicial stamp paper of Rs. 100/- and shall be verified by notary (Annexure E).

Office address for correspondence:

Sr. DGM (LOCO Material Management)

Administrative building

BHEL, Khailar, Jhansi

Pin-284120

Uttar Pradesh

11. Conformance, Guarantee & Test certificates are to be provided by vendor with each supply.

12. Vendor to comply the PPP-MII policy and local content should be minimum 20%. Bidder to submit the CA certificate with the offer.
13. Any bidder from a country, which shares a land border with India, will be eligible to bid in the tender only if the bidder is registered with competent authority. This is in line with the various circulars related to restrictions under Rule 144 (XI) of the General Financial Rules (GFRs), 2017. Bidder to submit the attached certificate duly signed and sealed along with the bid. (Format enclosed **Anne xure F**).
14. **LD Clause:** LD shall be 0.5% of the undelivered portion per week or part thereof subject to a maximum of 10% of the price of undelivered portion.
15. **Guarantee Clause:** The vendor shall give guarantees that the said items would continue to conform to the description and quality as aforesaid, for a period of 30 months after their delivery or 24 months from the date of placement in service whichever shall be sooner.

16. **PQR:** -

"Bidder's credentials shall be assessed in line with Pre- Qualification requirement/ Conditions as mentioned below for consideration in the tender. Bidder to submit all relevant documents in this respect before price bid opening. Bidder should comply following"-

(i) Bidders who have past supply record of Assembled Wheel Sets to any Railway Coaching stock (or) Metro Coaching Stock and having the required facilities as mentioned at (1.2) Below. Bidder to submit copy of purchase order, tax invoice and list of facilities as proof.

(or)

(ii) Bidders who have already supplied a minimum of 1000 Nos. of Solid Forged Steel Wheels and 1000 Nos. of Steel Axles to any Railway Coaching Stock (or) Metro Coaching Stock and Possessing the required facilities as mentioned at (1.2) Below. Bidder to submit copy of purchase order, tax invoice and list of facilities as proof.

(or)

(iii) Bidders who have already supplied a minimum of 1000 Nos. of Solid Forged Steel Wheels and 1000 Nos. of Steel Axles to any Railway Coaching Stock (or) Metro Coaching Stock and having Tie-up / MOU with the Firm Possessing certain facilities so that bidder together with the tie-up/MoU firm meet the requirement of facilities as mentioned at (1.2) Below. Bidder to submit copy of purchase order, tax invoice, Tie-up/MoU certificate and list of facilities as proof.

(or)

(iv) Bidders who have supplied a minimum 1000 Nos. of either Solid Forged Steel Wheels (or) Steel Axles to any Railway Coaching Stock (or) Metro Coaching Stock and having Tie-up / MOU with

and (a) The OEM of the other item who fulfils the requirement of minimum supply of 1000 Nos.

(b) The Firm possessing certain facilities so that bidder together with the tie-up/MoU firm and OEM of other item, meet the requirement of facilities as mentioned at (1.2) Below

Bidder to submit copy of purchase order, tax invoice, Tie-up/MoU certificate and list of facilities

ities as proof.

(or)

(v) Bidders who have supplied a minimum 1000 Nos of either Solid Forged Steel Wheels (or ) Steel Axles to any Railway Coaching Stock (or) Metro Coaching Stock and possessing certain facilities of point-1.2 Below and having Tie-up with the OEM of the other item who fulfills the requirement of minimum supply of 1000 nos. Also, bidder together with OEM of other item shall meet the requirement of facilities as mentioned at (1.2) Below

Bidder to submit copy of purchase order, tax invoice, Tie-up/MoU certificate and list of facilities as proof.

1.1) Proof of the above should be attached with the offer. The offer of the Bidders without the Proof of the above is Liable to be Rejected.

1.2) The Facilities required for Assembly of Wheel Sets are Wheel Press of 500T Capacity, Wheel Profiling, Axle Grinding Axle Turning, Wheel balancing & Wheelset balancing.

2) At least 500 Numbers of Wheels and at least 500 numbers of Axles supplied should run satisfactorily for more than Two years in any Railway Coaching Stock (or) Metro Coaching Stock and Proof of the same like performance certificate etc. may be attached with the offer. The offer of the Bidders without the Proof of the above is liable to be rejected.

17. Bidder to furnish self-certification that:

- a) Bidder is not blacklisted / banned for business dealings for Ministry of Railways or any Department of Government of India or any PSU.
- b) The bidder is not guilty by court of law in India for any offence involving fraud dishonesty and moral turpitude.

18. Delivery: Bidder/s have to meet the tendered delivery schedule. Vendor to Supply the fully assembled Wheel axle set to bogie manufacturer on FOR destination basis. The details of Bogie Manufacturer shall be informed later.

**Special remarks: -**

1. Wheels shall be in accordance with EN 13262 "Railway applications - wheel sets and bogies - wheels - product requirements" and EN 13979-1 +A2 "Railway applications - wheel sets and bogies - monobloc wheels - technical approval procedure- part 1".
2. Axles shall be in accordance with EN13261 - " Railway applications - wheel sets and bogies -axles - product requirements."
3. Wheel sets shall be in accordance with EN13260 - "Railway applications - wheel sets and bogies - wheel sets - product requirements" or other equivalent internationally recognized standard.
4. Vendor shall submit design validation reports of wheels and axles as per the relevant EN standards to BHEL.
5. Vendor to submit calculations for maximum stress under fatigue loading conditions and anticipated service life.
6. Vendor to submit FEA report of wheels and axles for stress analysis
7. Vendor to submit Fatigue Life Calculations for wheels and axles.
8. Vendor to carry out type testing of wheels, axles & wheelsets as per relevant standards and test reports of these type testing shall be submitted to BHEL.

9. Vendor to carry out all routine tests of wheels, axles & wheelsets as per relevant standards. Reports of same shall be submitted to BHEL.
10. Vendor to carry out Static Balancing. Residual Unbalanced Moment shall be as per relevant drawing and standards.
11. Vendor to carry out Dynamic Balancing. Wheel set Residual Unbalanced Moment on each wheel plane shall be as per relevant drawing and standards.
12. Assembly/fitment of brake discs on wheels shall be in vendor's scope. Procurement of brake discs shall not be in vendor's scope. BHEL shall arrange the issuance of brake discs from brake systems supplier to vendor.
13. In case of wheel set for motor coach, wheel axle set supplier shall deliver fully machined axle at gear box supplier works on FOR Destination basis i.e. the Freight & Insurance towards the supply of axles shall be in wheel axle set supplier's scope.

Gear box supplier shall assemble the gearbox on axle and then deliver the axle duly mounted with gearbox assembly at wheel axle set supplier's works on FOR Destination basis i.e. the Freight & Insurance towards the supply of axle duly mounted with gearbox assembly shall be in gear box supplier's scope.

Details of gearbox supplier shall be communicated to wheel axle set supplier after award of contract. Vendor to take care to avoid any damage during transit and coordinate the same with gear box manufacturer. The supplier (wheel set manufacturer) shall have the accountability for its part of transportation of finish machined axles and fully fitted wheel sets.

14. Wheel axle set supplier shall prepare and submit its schedule for supply of fully machined axles to gearbox supplier, considering the required delivery schedule of wheel axle sets and time period required for gear box mounting, to meet the contractual delivery obligation finalised in PO for wheel axle sets, placed by BHEL on successful bidder.
15. Vendor shall demonstrate to BHEL that the offered wheelsets are based on proven technology and design.
16. Vendor to confirm that offered items shall deliver satisfactory performance in climatic conditions as detailed in **(Annexure-1)** (copy enclosed).
17. Vendor shall submit RAMS analysis for wheel sets as detailed out in **(Annexure-2)** (copy enclosed).
18. Fire protection of offered items should be in accordance with HL3 EN 45545.
19. Vendor to submit O&M manual in soft copy and 05 sets in hard copy having detailed information about installation, operation, maintenance, part list etc.
20. Vendor has to first supply wheel sets for two prototype train sets only i.e. 64 sets of item. The delivery schedule of balance lots is tentative. After the successful testing and trials of prototype train sets by Indian Railways authorities, BHEL shall give manufacturing clearance to vendor for subsequent series supply. Changes if envisaged during testing and trials of prototype trainsets, shall be implemented by vendor in all of its suppliers at its cost.
21. Vendor shall submit Quality Assurance Plan (QAP) after award of contract.
22. Address and contact details of site where vendor has to deliver the items shall be informed later.
23. Vendor to submit wheel set design validation documents, as mentioned above, by 15.04.24.

CORRIGENDUM IS BEING ISSUED TO ADD THE SPECIAL REMARKS AS FOLLOW:

24. VENDOR SHALL SUPPORT BHEL IN MAINTAINING THE SUPPLIED WHEEL AXLE SETS DURING MAINTENANCE PERIOD OF TRAINSETS OF 35 YEARS.

2. 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](#)