

Bid Corrigendum

GEM/2024/B/4481563-C1

Following terms and conditions supersede all existing "Buyer added Bid Specific Terms and conditions" given in the bid document or any previous corrigendum. Prospective bidders are advised to bid as per following Terms and Conditions:

Buyer Added Bid Specific Additional Terms and Conditions

1. **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. 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. Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.
5. 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.
6. Scope of supply (Bid price to include all cost components) : Supply Installation Testing and Commissioning of Goods
7. 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 2% of total value.
8. Buyer Added text based ATC clauses
 1. GURANTEE AND TEST CERTIFICATE REQUIRED AS PER ATTACHED SPECIFICATION SPEC: FT/SP/01-REV 03.
 2. PQC (attached) is applicable.
 3. OPERATION AND MAINTENANCE MANUAL REQUIRED, RECOMMENDED SPARE REQUIRED
 4. ERECTION AND COMMISIONING REQUIRED AT SITE

5. PRE DESPATCH INSPECTION BY BHEL WILL BE DONE AT VENDOR WORKS AND FINAL INSPECTION WILL BE DONE AT CFFP BHEL Haridwar.

6. Clause wise confirmation against specification is required alongwith offer.

Note: Terms and conditions for procurement of Gouging Rectifier (ATC) (point no1 to point no18) are as under

1. Material shall be supplied as per tender enquiry in all respects without any deviation. Point wise reply / confirmation of attached technical specification no. FT/SP/01-Rev 03

2. Performance Guarantee / Warranty: Minimum period of two years from the date of commissioning of equipment at CFFP BHEL Haridwar.

3. Pre dispatch inspection (PDI) by CFFP, BHEL, Haridwar: Pre-Dispatch Inspection (PDI) call (for readiness of equipment) at least 15 days in advance. If supplier fails to give pre-inspection call within stipulated time, this will not be a reason of penalty waiver or delivery extension.

However final inspection will be done after receipt of equipment at CFFP, BHEL, Haridwar.

Note : Travel, Lodging & Boarding charges of BHEL inspectors / trainees during pre-dispatch inspection and training will be borne by BHEL.

4. Delivery Term: FOR Destination basis, destination being Stores/CFFP/BHEL Haridwar.

5. Delivery of material: 3 Nos within 75 days from Contract date.

(Including Pre Dispatch Inspection etc.).

6. Erection & Commissioning period for supplier :- Within 10 days from date of intimation to vendor for installation and commissioning.

7. Erection and commissioning value: Erection & Commissioning charges will be minimum 5 % of quoted value of item. Same will be paid after commissioning of equipment.

8. Payment Terms:

80% payment of Supply value plus 100% Taxes & Duties (subject to checking / confirmation from GSTN portal) shall be made through e-payment as mentioned below from the date of receipt of material at CFFP / BHEL.

Sl No Type of Bidders Payment terms (No of Days)

1 Micro & small enterprises 45 Days

2 Medium enterprises 60 Days

3 Non-MSMEs 90 Days

Balance 20% Payment of Supply value and 100 % E&C charges will be paid after successful commissioning of equipment and on receipt of Performance Bank Guarantee (PBG) valid for 30 days beyond the warranty period by Supplier from any of the Consortium Banks of BHEL for 10 % of total purchase order (P O) value (supply + E&C) in the prescribed Format. The PBG confirmation charges shall be borne by vendor.

MSME bidders can avail benefits of payment through TReDS (RXIL)." (To be incorporated in Payment terms). The vendors claiming MSME benefits in the bid, but not registered with CFFP/BHEL Haridwar as MSME are required to submit Udyam Certificate and audited balance sheet including Profit and Loss statement of last financial year along with bid. In case vendor does not submit these documents within due course of time, payment preference will not be given to MSME bidders.

9. Performance Bank Guarantee (PBG): Supplier will submit PBG after commissioning of equipment in the prescribed Format, valid for 30 days beyond the warranty period, from one of the Consortium Banks of BHEL or from a reputed Bank and confirmed by Consortium Bank of BHEL for 10% of total PO value (supply value + E&C charges).

Claim period of BG should be minimum 03months from validity of BG.

The PBG confirmation charges shall be borne by supplier.

10. Currency of offer: Only in Indian Rupee.

11. Penalty for delay in Supply and Erection and Commissioning (E&C):

Penalty on delay in 'Supply' and/or 'E&C' will be applicable to the delays attributed to vendor. Penalty will be considered separately for 'Supply' and 'E&C'.

- The rate of penalty for delayed Supply shall be @ 0.5% per week of delay of total PO value (supply + E&C) subject to a maximum of 10% of total PO value.

- The rate of penalty for delayed E&C shall be @ 0.5% per week of delay of total PO value (Supply + E&C) in E&C subject to a maximum of 10% of total PO value (Supply + E&C).

- Maximum penalty for delay in Supply and E&C together shall be limited to 15% of total PO value (Supply + E&C).

- For calculating Late Delivery penalty delivery date: Date of receipt of material at CFFP BHEL Haridwar will be considered.

Note:

BHEL reserve the right to invoke Risk Purchase clause any time after expiry of schedule date of delivery / E&C, in case of delayed/defective supplies or non-fulfilment of any other terms & conditions given in the purchase order.

12. Early delivery acceptable.

13. Test Certificate & Guarantee certificate are required.

14. Drawing, Documents and Manuals to be provided as per Clause no 8 of technical specification.

15. Risk Purchase: In case of delayed/defective supplies or non-fulfilment of any other terms & conditions given in the purchase order, the purchaser may cancel the purchase order and may also make the purchase of such material at the risk & cost of supplier.

16. Submission of Earnest Money Deposit (EMD):

a) Intending vendor must submit/deposit the requisite EMD of Rs 40000/- (Rupees Forty thousand Only) in the form of Demand draft/ e-payment only (cheque/ Bank Guarantee are not acceptable) while submitting the tender documents as detailed in "Instruction to Bidders".

b) Supplier must have enclosed scanned copy of (Pay order/ Demand Draft or E-payment transaction detail) submitted as EMD drawn in favour of CFFP/BHEL Haridwar, at portal with their offer and hard copy of Pay order/Demand Draft shall be submitted by vendor to CFFP, BHEL Haridwar, before techno-commercial bid (part -1 bid) tender opening date. Bank Details for online submission of EMD is as below:

Bank: STATE BANK OF INDIA, RANIPUR BRANCH, HARIDWAR,

Beneficiary Name: Bharat Heavy Electricals Ltd.

Bank Account No. 10667995469

Account Type. CURRENT ACCOUNT

Bank's Branch Code: 00586

Bank's IFSC Code: SBIN0000586

Bank MICR Code: 249002005

c) All Central/State-PSUs/Govt. departments/Micro and Small Enterprises are exempted from submission of EMD.

d) EMD by the Tenderer will be forfeited if, the successful bidder/vendor refuses to honour the order after award of the same on him and /or withdraws his bid and/or unilaterally changes the offer and/ or any of its terms & conditions within the validity period.

e) EMD given by all unsuccessful Tenderers shall be refunded on acceptance of award / LOI / PO by successful Tenderer. The EMD of successful bidder shall be returned after acceptance of Purchase Order & after

submission of Contract execution bank Guarantee (CEBG).

f) EMD shall not carry any interest.

17. Other terms and conditions will be as per GeM.

18. Conflict of Interest: 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 received 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 form 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.

For pt.no 2.4 (a) of PQC, kindly read item name :Gouging Rectifier in place of swing frame grinder.

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](#)