

Bid Corrigendum

GEM/2024/B/4796619-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. Buyer Added text based ATC clauses

Annexure-A

Buyers Specific Terms & Conditions

Item Name: Pressure Transmitters

Project: Mahan 2x 800MW Project

| Sl. No. | Terms | Description | Your confirmation |
|---------|--|--|-------------------|
| 1. | Confirmation to compliance of General terms and conditions on GeM 4.0 (Version 1.14) | General terms and conditions on GeM 4.0 (Version 1.14) or subsequent rules/policies issued by GeM shall be applicable. Please confirm. | |
| 2. | Public Procurement (Preference to Make in India) | For this procurement, the local content to categorize, a supplier as a Class-I local supplier/ Class-II local Supplier/Non-Local supplier and purchase preference to Class-I local supplier, is as defined in Public Procurement (Preference to Make in India), PPP-MII Order No. P-45021/ 2/ 2017-PP (BE-II) dtd. 04/06/2020 issued by DPIIT. In case of subsequent Orders issued by the respective Nodal Ministry, changing the definition of local content for the items of the NIT, the same shall be applicable even if issued after issue of this NIT, but before opening of Part-I bids against this NIT. | |
| | | Vendor to submit tender specific self-certificate in line with PPP-MII Order No. P-45021/ 2/ 2017-PP (BE-II) dtd. 04/06/2020 clearly indicating percentage of local content. Please Confirm | |
| | | The Pre-Qualification Requirements have been compiled and placed a | |

| | | | |
|----|---|--|--|
| 3. | Pre-Qualification Requirements | <p>t ANNEXURE-1. All the bidders should ensure submission of complete details and documents as called for in these requirements. The Offers submitted by the bidders would be scrutinized with respect to Pre-Qualification Requirements first. Techno-Commercial offer of only those bidders shall be evaluated who meet the Pre-Qualification Requirements.</p> <p>Please submit sufficient credentials against PQR documents. (Annex-1)</p> | |
| 4. | Special Instruction of Technical requirement | <p>Test and Guarantee certificates are required to be submitted. Please confirm</p> <p>Please confirm that Specification No. ST48010 rev-05 & DRG NO. 413 37666101 rev-10, DRG NO. 41337622101 rev-01 for HHC shall be followed for concerned items of the enquiry. DRG NO. CIEPTE2 is to be followed for KKS TAG details and addendum (specific technical requirement over and above specification ST48010).</p> <p>Datasheet of each item is required for BHEL/customer approval. Type test certificate of each model required after placement of PO. Please confirm to provide.</p> <p>Please note that all items are to be procured from same vendor.</p> <p>vendor to provide operation & maintenance (O & M) manual along with supplies and 1 copy along with soft copy of O & M manual to be sent to BHEL Haridwar. Please confirm.</p> <p>All accessories should be in assembled condition including plug and socket connector, before dispatch of the items. Please confirm.</p> <p>All instruments shall be calibrated as per BHEL range of measurement before dispatch. Please confirm.</p> <p>Items against Lot-3 of each material code are spare items. These spare items are to be packed together in separate green coloured box.</p> <p>Items shall be dispatched in suitable "steel boxes" or "wooden boxes with steel strips fixed around the box", or "any other suitable packaging", which can withstand transit movement, local environment and moisture/ water.</p> <p>In addition to packing instructions given in spec. No. ST48010 (cl. No. 13), spec no. ST33002 Rev-02 (cl. No. 3.1 A & B) should be followed for packing of all items.</p> | |
| 5. | Quality Requirements | <p>For indigenous supply: Inspection by BHEL nominated inspection agency "QUEST" as per BHEL SQP "QA/BE/QP/902, REV. 12". Vendor has to endorse the Q.P (enclosed with item catalogues). For Hand Held Communicator (Material Code: W90313376050): T.C./C.CO.C. is required as per ordering document.</p> <p>For Foreign vendors: Testing and certification is required as per ordering drawing and specification. For Hand Held Communicator (Material Code: W90313376050): T.C./C.CO.C. is required as per ordering document.</p> | |

| | | | |
|-----|---|--|--|
| | | ring document. | |
| | | <p>Please confirm to comply above quality requirement.</p> <p>THE TECHNICAL PARAMETERS IN ADDENDUM SUPERCEDES THE VALUES IN TECHNICAL SPECIFICATION AS ACCEPTANCE NORMS IN QUALITY PLAN.</p> <p>VENDIR TO CONFIRM FOR VISUAL AND FUNCTIONAL INSPECTION W.R.T. TECHNICAL PARAMETERS AS AGREED TECHNICALLY.</p> | |
| 6. | Price basis | Prices should be quoted on F.O.R. Destination basis up to Mahan Project including of freight, packing & forwarding charges, GST etc. Please mention here the applicable GST rate included in the prices quoted by you. Prices shall remain firm and fixed during entire execution of project. Please confirm. | |
| 7. | Customer approval Condition | <p>Please note that procurement shall be done only from the vendors, approved by end customer i.e. ADANI Mahan Project. BHEL will share successful vendor name and credentials to customer for approval before price bid opening and Part-2 will be opened for customer approved vendor only.</p> <p>VENDORS TO PROVIDE THEIR CREDENTIALS FOR ADANI CUSTOMER APPROVAL AS PROFILE, PAST EXPERIENCE PO, PERFORMANCE CERTIFICATE ETC.</p> | |
| 8. | Transit Insurance | Transit insurance shall be arranged by BHEL and not to be included in the prices. | |
| 9. | Evaluation criteria & Currency | <p>Evaluation will be done on the basis of total landed cost to BHEL, with cost involved for delivery up to Mahan project site (considering material cost, taxes & duties, Freight, etc.).</p> <p>The evaluation currency for this tender shall be INR.</p> | |
| 10. | Payment Terms | <p>Payments shall be made to the Seller within 90 days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills.</p> <p>For Micro/ small & Medium (covered under MSME Act), payment will be made within 45 days & 60 days respectively after issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills.</p> | |
| 11. | MDCC clause | Material shall be dispatched only after issue of material dispatch clearance certificate (MDCC) by BHEL. All test certificates and relevant documents are to be sent to BHEL before dispatch of material for issue of MDCC, which will be issued after review of test certificates etc. MDCC will be issued within 07 days of receipt of these documents once found complete in all respects. In case of any delay on account of BHEL in issuing MDCC, delivery shall be extended by no. of days in excess of 7 days taken by BHEL in issuing MDCC and delays shall be dealt on merit basis. | |

| | | | |
|-----|--|---|--|
| | | Material is to be dispatched within 07 days of receipt of MDCC from BHEL without waiting for PO amendment. | |
| | | 1. GR/LR ALONG WITH E-WAY BILL, PACKING LIST IS REQUIRED FOR BILLING. DOCUMENTS (ORIGINAL GR/LR, PACKING LIST, TEST CERTIFICATES) ARE REQUIRED IN ORIGINAL WITH INVOICE AFTER DISPATCH TO BHEL OFFICE HARIDWAR. 2. MATERIAL IS TO BE DESPATCHED ON DOOR DELIVERY BASIS | |
| 12. | Document submission for approval from BHEL/customer | Drawings/Data sheets/Documents/Type Test etc. as called for in the specifications shall be submitted for approval to BHEL for BHEL/customer approval within 30 days of purchase order. Any delay in delivery on account of late submission of drawings/data sheets/QAP/documents shall be to vendors account. BHEL will arrange the approval of the drawings/data sheets/ documents within 30 days of their receipt provided those are complete in all respect. Delays in approval shall be dealt on merit basis. | |
| 13. | HSN Code of Material | 8 Digit HSN code may please be mentioned in Your offer. _____ _____ | |
| 14. | Guarantee | Kindly confirm that all equipment shall be guaranteed for trouble free performance for 24 months from the date of shipment or 12 months from the date of commissioning, whichever is earlier. Buyer to submit guarantee certificate mentioning above guarantee period. Please note that offers with guarantee period lesser than above mentioned guarantee period may result in rejection of the offer. | |
| 15. | Manufacturing clearance | In case of ordering, vendor has to take manufacturing clearance from BHEL before starting manufacturing of material. No manufacturing is to be started without getting clearance from BHEL. Kindly confirm. | |
| 16. | Delivery Period | Kindly quote your minimum delivery period in no. of weeks/months from the date of issue manufacturing clearance.----- ----- | |
| 17. | 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 (Lot wise) per week or part of the week of delayed period as pre-estimated damages not exceeding 10% of the contract value of delayed quantity without any controversy/dispute of any sort whatsoever. The date of LR (Lorry Receipt) would be treated as the date of delivery for penalty purposes. | |
| 18. | Arbitration: | In case of any dispute arising out of or in connection with this contract, the same shall be referred to arbitration under Arbitration & Conciliation Act 1996 of a sole arbitrator who shall be appointed by mutual consent of the parties. The seat & venue of arbitration shall be Haridwar. The proceedings shall be conducted in English. The Governing law of contract shall be the substantive law of India. | |
| 19. | Risk Purchase: | In case of abnormal delays (beyond the maximum late delivery period as per Penalty clause) in supplies /defective supplies or non-fulfillment of any other terms and conditions given in Purchase Order, BHEL may cancel the Purchase Order in full or part | |

| | | | |
|------------|---|---|--|
| | | thereof, and may also make the purchase of such material from elsewhere /alternate source at the risk and cost of the supplier. BHEL will take all reasonable steps to get the material from alternate source at optimum cost. If bidder does not agree to the above Risk Purchase Clause, BHEL reserves the right to reject the offer. In case for compelling reasons BHEL accepts the offer without acceptance of this clause by the bidder and in the eventuality of Risk Purchase, appropriate action will be taken as per BHEL extant rules. This will be without prejudice to any other right of BHEL under the contract. | |
| 20. | Breach of contract, Remedies and Termination | Please note that in case of breach of contract, at least 10% of the contract value shall be recovered from financial remedies (i.e. available bills of the contractor, retention amount, etc. with BHEL) or legal remedies be pursued. The balance scope shall be got done independently without Risk & Cost of the failed supplier/ contractor. Further, levy of liquidated damages, debarment, termination, de-scoping, short-closure, etc., shall be applied as per provisions of the contract. Please confirm. | |
| 21. | Firm prices | Price will remain firm and fixed during entire execution of tender/supply. | |
| 22. | Bidder contact details | 1. Name _____ Contact _____ Email _____ 2. Name _____ Contact _____ Email _____ | |

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](#)