

Bid Corrigendum

GEM/2025/B/5883270-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. **OPTION CLAUSE:** The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration
2. **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 100% of total value.
3. **Preference to Make In India products (For bids less than 200 Crore):**Preference shall be given to Class 1 local supplier 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 50%. If the bidder wants to avail the Purchase preference, the bidder 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 no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.
4. Bidders can also submit the EMD with Account Payee Demand Draft in favour of
BHEL Trichy
payable at
Trichy
.
Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.
5. Bidders can also submit the EMD with Fixed Deposit Receipt made out or pledged in the name of A/C
BHEL Trichy
.
The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledger. For release of EMD, the FDR will be released in the favour of the bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Bidder has to upload scanned copy/ proof of the FDR along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date/ Bid Opening date

6. Bidders can also submit the EMD with Banker's Cheque in favour of BHEL Trichy payable at Trichy.
.
Bidder has to upload scanned copy / proof of the BC along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.
7. Successful Bidder can submit the Performance Security in the form of Account Payee Demand Draft also (besides PBG which is allowed as per GeM GTC). DD should be made in favour of BHEL Trichy payable at Trichy.
.
After award of contract, Successful Bidder can upload scanned copy of the DD in place of PBG and has to ensure delivery of hard copy to the original DD to the Buyer within 15 days of award of contract.
8. Successful Bidder can submit the Performance Security in the form of Fixed Deposit Receipt also (besides PBG which is allowed as per GeM GTC). FDR should be made out or pledged in the name of BHEL Trichy A/C (Name of the Seller). The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of Security Deposit, the FDR will be released in favour of bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Successful Bidder has to upload scanned copy of the FDR document in place of PBG and has to ensure delivery of hard copy of Original FDR to the Buyer within 15 days of award of contract.
9. Buyer uploaded ATC document [Click here to view the file.](#)
10. Buyer Added text based ATC clauses

Details of Corrigendum

Change in Tender Condition and Time & Date for Receipt and Opening of Bid is revised as per details given below: -

Clause Ref.	Existing clause	Modified as
2.4.4	Unloading time without demurrage is as per Railway norms. If the contractor takes more than the stipulated time the demurrage will be passed on to the Contractor.	Unloading time allowable is max 5 hours (up to 30 wagons) and max 7 hours (30 to 50 wagons) at respective ward locations (unloading point as instructed by BHEL Stores official). If the contractor takes more than the stipulated time the applicable Railway demurrage charge (on account of delay by contractor) will be passed on to the Contractor.
2.4.6	For calculating the demurrage charge beyond railway stipulated time, entry/exit of wagons at/zero point will be applicable. Railway norms to be adhered.	BHEL will position the wagons at respective ward locations (unloading point as instructed by BHEL Stores official). The unloading time starts for the vendor only after the wagons are positioned and clearance for unloading issued by BHEL officials at respective wards. In case of any delay beyond the stipulated time (refer Sl.no:2.4.4) the applicable Railway demurrage charge (on account of delay by contractor) will be passed on to the Contractor.
2.5 (i)	For calculating demurrage charge beyond railway stipulated time, entry/exit of wagons at/from Zero point will be applicable.	BHEL will position the wagons at respective ward locations (unloading point as instructed by BHEL Stores official). The unloading time starts for the vendor only after the wagons are positioned and clearance for unloading issued by BHEL officials at respective wards. In case of any delay beyond the stipulated time (refer Sl.no:2.4.4) the applicable Railway demurrage charge (on account of delay by contractor) will be passed on to the Contractor.

Original Time & Date	Revised Time & Date
Last Date & Time for Receipt of Tender :- 15.00 Hrs on 13.02.2025	Last Date & Time for Receipt of Tender :- 16.00 Hrs on 14.02.2025
Date & Time of Opening of Technical Bid :- 15.30 Hrs on 13.02.2025	Date & Time of Opening of Technical Bid :- 16.30 Hrs on 14.02.2025

All other terms and conditions of this Tender as remain unaltered.

This corrigendum-1 is an integral part of the tender and Bidders are requested to Sign & Stamp this corrigendum and enclose along with their bid.

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. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

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. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
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.
15. Any ATC clause in contravention with GeM GTC Clause 4 (xiii)(h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.

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](#)