

Bid Corrigendum

GEM/2025/B/6277139-C5

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. 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 %.
2. 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.
3. 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.
4. Scope of supply (Bid price to include all cost components) : Only supply of Goods
5. **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):
JOINT Inspection by BHEL/BHEL TPIA QUEST AND END CUSTOMER.

Post Receipt Inspection at consignee site before acceptance of stores:
CENTRAL STORE HEER HARIDWAR

6. **Pre-dispatch inspection at Seller premises (Fee/Charges to be borne by the BUYER):** Before dispatch, the goods will be inspected by Buyer / Consignee or their Authorized Representative or by Nominated External Inspection Agency (independently or jointly with Buyer or Consignee as decided by the Buyer) at Seller premises (or at designated place for inspection as declared / communicated by the seller) for their compliance to the contract specifications. Fee/Charges taken by the External inspection Agency and any external laboratories testing charges shall be borne by the Buyer. For in-house testing, the Sellers will provide necessary facilities free of cost. Seller shall notify the Buyer through e-mail about readiness of goods for pre-dispatch inspection and Buyer will notify the Seller about the Authorized Representative/ Nominated External Inspection Agency and the date for testing. The goods would be dispatched to consignee only after clearance in pre-dispatch inspection. Consignee's right of rejection as per GTC in respect of the goods finally received at his location shall in no way be limited or waived by reason of the goods having previously been inspected, tested and passed by Buyer/ Consignee or its Nominated External Inspection Agency prior to the goods' shipment. While bidding, the sellers should take into account 7 days for inspection from the date of email offering the goods for inspection. Any delay in inspection beyond 7 days shall be on the part of the buyer and shall be regularised without Liquidated

Damages.

When there is requirement of submission the advance sample, the seller shall inform the buyer promptly through emails about the date of submission of sample to the buyer nominated Inspection agency.

7. 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.
8. Material Test Certificate Should Be Sent Along with The Supply. The Material Will Be Checked by Buyer's Lab & the Results of the Lab will be the Sole Criteria for Acceptance of the Item.
9. Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name
BHARAT HEAVY ELECTRICALS LIMITED, HEEP, HARIDWAR
Account No.
10667995458
IFSC Code
SBIN0000586
Bank Name
STATE BANK OF INDIA
Branch address
BHEL MAIN GATE, SECTOR-5, RANIPUR, HARIDWAR, UTTARAKHAND, INDIA-249403

. Bidder to indicate bid number and name of bidding entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer along with bid.

10. Successful Bidder can submit the Performance Security in the form of Payment online through RTGS / internet banking also (besides PBG which is allowed as per GeM GTC). On-line payment shall be in Beneficiary name
BHARAT HEAVY ELECTRICALS LIMITED, HEEP, HARIDWAR
Account No.
10667995458
IFSC Code
SBIN0000586
Bank Name
STATE BANK OF INDIA
Branch address
BHEL MAIN GATE, SECTOR-5, RANIPUR, HARIDWAR, UTTARAKHAND, INDIA-249403
. Successful Bidder to indicate Contract number and name of Seller entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer in place of PBG within 15 days of award of contract.
11. Buyer Added text based ATC clauses

Remarks-

1. Vendor to fill the following details for this tender

| | | |
|---|--|---|
| 1 | Contact Details | Email id- Mob- Contact Person Name- |
| 2 | Office Address | |
| 3 | Whether vendor is participating as Trader or Manufacturer? | |

| | | |
|---|---|--|
| 4 | If participating as a Trader, Name (s) of the Manufacturer | |
| 5 | MSME status as on date | |
| 6 | If MSME, Udyam No. | |
| 7 | PAN No. | |
| 8 | GST No. | |
| 9 | Deviation opted or Not? | |

2. Delivery mentioned above is indicative, bidders to quote their best possible delivery schedule.

delivery schedule of L-1 bidder shall be as per following-

| Lot No. | Lot Quantity for each of the two schedules | Delivery Schedule |
|---------|--|-------------------|
| 1 | 1 No | 6 months from PO |
| 2 | 1 No | 7 months from PO |
| 3 | 1 No | 8 months from PO |

3. Payment Terms:

The payment shall be made within no. of days as defined in the below table from appointed day.

| Type of Bidder | Payment Terms (Number of Days) |
|----------------------------------|--------------------------------|
| Micro & Small Enterprises (MSEs) | 45 days |
| Medium Enterprises | 60 days |
| Non MSME | 90 days |

- The day of material entry in HEEP (i.e. CISF Stamp date), subject to submission of non-discrepant documents by vendor as per Purchase Order.

or

- Where there is any objection regarding acceptance of goods, the same shall be informed to supplier within fifteen days from the day of the delivery of good. Appointed day will be the day on which such objection is removed by the supplier.

Other exemptions on EMD will be as per GeM Terms and conditions

- 4. 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 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. "

- 5.** In course of evaluation, if more than one bidder happens to occupy L-1 status, effective L-1 will be decided by soliciting discount from respective L-1 bidders.

In case more than one bidder happens to occupy the L-1 status even after soliciting discounts, the L-1 bidder shall be decided by a toss/draw of lots, in the presence of respective L-1 bidders or their representatives.

- 6.** Offer validity will be 120 days from Part-1 opening date.
- 7.** Reverse Auction (RA) with qualification option as "H1-Highest Priced Bid Elimination" will be conducted as per GeM guidelines after price bid opening as a price reduction effort.
- 8.** Testing and certification as per Ordering specification & Drawing. Original Test certificates are required.
- 9.** Kindly submit duly-filled and signed & stamped Annexures (as applicable) with the offer.
- 10.** Benefits of MSE (such as Price preference, Payment preference etc.) will be given only to those MSE Vendors who are manufacturers of offered items against the NIT. No MSE benefits shall be provided to Agents / Stockiest / Dealers / Traders etc. for the items offered but not manufactured by themselves.
- 11.** Guarantee Certificate (Original) required: Goods shall comply with the specifications for material, workmanship and performance. Unless otherwise specified, the guarantee shall be for a period of 18 months from the date of receipt.
- 12.** In case of breach of contract, wherever the value of security instruments like performance bank guarantee available with BHEL against the said contract is at least 10% of the contract value, the same be encashed. In case the value of the security instruments available is less than 10% of the contract value, the balance amount be recovered from other 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. Accordingly, recovery of an amount equivalent to 10% of the contract value may be made in case of breach of contract.

- 13.** Prices shall remain firm and fixed during entire tender process and execution of the contract. Quoted prices on GEM against the GEM bid for each schedule is F.O.R. BHEL HEPP Haridwar on firm basis & inclusive of all cost components (Packing & Forwarding, Freight, GST, Insurance etc.).
- 14.** Once the offer has been submitted in GeM, it's deemed that vendor has read all the terms and conditions of the bid and accordingly have submitted their offer.
- 15.** Deviations, if any, to be mentioned explicitly in the offer. In case of no explicit mention of deviation (if any), it's deemed that all terms and conditions of the tender (including all annexures) are acceptable to the supplier in-toto.
- 16.** If the bidder/seller 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 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.
- 17. Bid Security of Rs. 6 Lacs** [also known as Earnest Money Deposit (EMD)] is required from the bidders along with their bids (except Micro and Small Enterprises (MSEs) or Start-ups as recognized by Department for Promotion of Industry and Internal Trade (DPIIT)).
- 18. NON-DISCLOSURE AGREEMENT (NDA):** NDA is required to be signed & stamped on every page after filling relevant details (refer Annexure-G). Cross-referred documents (TDC, Specifications &/or Drawings) can be obtained by email after sending duly signed & Stamped NDA to vijaykumar.p@bhel.in &/or dixitsk@bhel.in.
- 19.** Material to be supplied as per mentioned drawings & TDC.
- 20.** Hallow Guide blade purchase only BHEL approved vendors.
- 21.** Rest terms and conditions shall be as per latest GeM GTC.

Corrigendum- 1

2 nos. quantities of item no. 2-1-2 (Vertical Flange; drawing no. 31112358212/00) will be required for CBOM 01112332100/01 (G.B.C LP 3L (TS)- WELDING) instead of 1 no.

12. 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. 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. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
16. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

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.](#)