

Bid Corrigendum

GEM/2021/B/1731221-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. This is a conditional tender enquiry. Financial bid opening (Part-II) of a bidder shall be subjected to the following:
 - i) Techno-Commercial evaluation by BHEL.
 - ii) Qualification of Technical PQR.
 - iii) Offered item should mandatorily conform to PP-MII order provisions.
2. Bidder has to provide the details as per TECHNICAL PQR (attached with Specifications of product catalogue) in its offer and has to note that bids of only those bidders shall be evaluated who meet the Technical Pre-Qualifying requirements'. The terms of technical PQR shall prevail in conflict (if any).
3. Bidders to ensure that Third party / customer issued certificates being submitted as proof of PQR qualification should have verifiable details of document / certificate issuing authority such as name & designation of Issuing Authority and its organisation contact number and e-mail Id etc. In case the same found not available, Purchaser has right to reject such document from evaluation.
4. 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 2017 dt. 16/09/2020 issued by DPIIT. In case of subsequent orders issued by the 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-II bids against this NIT.

Regarding verification of local content, the local supplier at the time of tender, bidding or solicitation shall be required to provide certification as per para 9 of PP-MII order revision dated 16.09.2020.

Class I Local Supplier & Class II Local Supplier are eligible to quote in this tender. Minimum Local Content required for qualifying a bidder as "Class 1 Local Supplier" is 50%. Margin of purchase preference is 20%. Nature of Package is "Not Divisible".

5. **Bids shall be evaluated on item wise basis against the prices quoted for equipment.**
6. The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict

competitiveness or to introduce cartelization in the bidding process.

In case, the bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/guidelines.

7. Bidders to,
 - ensure compliance to Ministry of Power (MoP) Order No. 25-11/6/2018-PG dt. 02/07/2020 & Order No. 11/05/2018-Coord. dt. 23/07/2020, if applicable.
 - ensure compliance of Ministry of Finance (MoF) Order (Public Procurement No. 1 & 2) F. No. 6/18/2019/PPD dt. 23/07/2020.
 - to submit "Model Certificate for Tenders" as per Annexure-III of Ministry of Finance (MoF) Order (Public Procurement No. 1 & 2) F. No. 6/18/2019/PPD dt. 23/07/2020.Also, Subsequent orders/circulars to be checked and to be complied.
8. Start-up/MSE preference: This item/package /system falls under the list of items defined in para 3 of ministry of finance guideline dtd. 20.09.16 (Procurement of items related to Public safety, Health, Critical Security operations & Equipments etc.) & hence criteria of prior experience/Turnover shall be same for all the bidders including start-up/MSME. (i.e. No preference to start-up/MSE)
9. **Terms of Payment:** Payments shall be made to the seller within 60 days (45 days for seller qualified and registered as Micro or small as per MSMED Act.) of issue of consignee receipt-cum acceptance certificate (CRAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC).
Supplier has to provide Tax invoice, Packing List, LR/RR, CRAC, Insurance intimation, Guarantee Certificate, E-way bill (as applicable) for payment.
Provision of offline payment in GeM can be utilized.
10. **Terms of Delivery:** As per cl. No. 13 of GTC on GeM (i.e. Free Delivery at site basis including loading/unloading). However, Transit insurance & unloading of items (at delivery point) shall be in the scope of buyer. Bidder to quote prices accordingly.

Further, w.r.t. Transit Insurance supplier has to inform the details of dispatches (such as Policy No., Consignee Name, Consignment Packing details, Project Name, Purchase Order No., LR No. & date, Invoice No. & date, Despatch Origin & destination details etc.) to policy underwriter (whose details shall be shared post award of contract).
11. **Delivery Period: 210 days from the date of PO.** However, delivery Schedule shall be as per below:-

Within Five (05) months from date of CAT-1 approval of Primary drawing/documents or BHEL manufacturing clearance whichever is later.

In case date of CAT-1 approval of Primary drawing/documents is later than the date of BHEL manufacturing clearance then for delay analysis, any delay in submission/re-submission of Primary drawing/documents shall be reduced from the given delivery period of 05 months. Delay in BHEL's comments/approval beyond 18 days shall also be considered for delay analysis.

In case BHEL manufacturing clearance date is later than date of cat-1 approval of Primary drawing/documents, then for delay analysis submission/re-submission time of Primary drawing/document shall not be considered.

Further, please note the following :-
 - a) The end period specified is for completion of the deliveries. Deliveries to start progressively so as to meet the completion schedule.
 - b) The delivery conditions specified are for contractual LD purposes, however, BHEL may ask for early deliveries without any compensation thereof.
 - c) Non-applicable drawings shall be decided during bid evaluation.
 - d) Wherever schedule of drawings / documents submission / re-submission is stipulated in the Technical Specifications, same shall be superseded by delivery specified in NIT.

DRG SCHEDULE-

For Primary documents - GA, Foundation Details (as required) and Data sheet of Machine/Equipment with detailed BOM & Inspection Checklist/ Manufacturing Quality Plan of Machine equipment. (Rev-0 of drawings shall be submitted within 21 days from PO & subsequent revisions within 10 days of comments received from BHEL. BHEL shall furnish comments/approval on each submission within 18 days from receipt.)

For Secondary documents - O & M Manual & Erection Procedure { within 30 days of issuance of MDCC }

12. Liquidated Damage:

Purchaser reserves the right to recover from the Seller/ Contractor, as agreed liquidated damages and not by way of penalty, a sum equivalent to half ($\frac{1}{2}$) percent and applicable GST thereon, of the total main supply & commissioning spares contract price excluding GST per week or part thereof, subject to a maximum of ten(10) percent of the total contract price excluding GST, if the Seller/ Contractor fails to deliver any part of the ordered goods/stores within the period stipulated in the Order/ Contract.

NOTE:

i. LR/RR date for indigenous supplies (Bill of Lading/AWB for Foreign supplies) shall be treated as the date of dispatch for levying LD. However, if receipted LR date for indigenous supply is beyond 30 days for FTL/ 45 days for PTL from the date of LR (PTL to be clearly mentioned in LR), such excess period shall be considered for LD purpose irrespective of dispatch date. Import General Manifest (IGM)/Bill of entry date (whichever is earlier), for foreign supplies, is beyond 90 days from the date of Bill of Lading/AWB, such excess period shall be considered for LD purpose irrespective of dispatch date.

ii. In case of any amendment/ revision, LD shall be linked to the amended/ revised contract value and delivery date(s).

iii. If Order/ Contract involves two or more Units/ Sets/ Lots/ Stages, then Liquidated Damages shall be levied on order/ contract value excluding GST of the delayed Unit/ Set/ Lot/ Stage, provided delivery stipulated in the Order/ Contract is Unit/ Set/ Lot/Stage wise, however total LD amount shall be limited to 10% of total order/ amended order value excluding GST of delayed Unit/ Set/ Lot/Stage. Any subsequent lot released (not envisaged in original contract) due to increase in quantity within permissible quantity variation shall be treated as separate lot for the purpose of LD.

iv. The sum specified above is not a penalty but a genuine pre-estimate of the loss/ damage which will be suffered by purchaser on account of delay on the part of the Contractor/Seller and the said amount will be deductible without proof of actual loss or damage caused by such delay.

13. **Guarantee Terms:** As per Cl. No. 10 of GTC on GeM for the bid. However, Guarantee & Warranty time period shall be 18 months from the date of last supply in the contract.

14. **Quantity Variation: 0%**

15. Integrity Pact-Not Applicable.

16. Due to COVID-19 pandemic condition prevailing in the country, BHEL/PEM may go for Remote Inspection of Offered items, if required. Vendors are requested to be equipped with the facilities/gadgets as indicated in the guidelines to take up the inspection REMOTELY.

Link for Remote Inspection Guidelines :

<https://pem.bhel.com/Documents/VendorSection/Vendor/Guidelines.pdf>

Bidder has to note that Inspection call (as applicable) shall be raised via BHEL CQIR portal. Further, material shall be dispatched by supplier after issuance of MDCC by BHEL

Inspection call to be raised by bidder on BHEL CQIR portal (details shall be shared at the of execution of order) and Inspection agency shall attend at the inspection within seven (07) days of the date on which the material is notified as being ready. In case of delay in witnessing of inspection beyond stipulated time (i.e. 7 days from the date on which the material is notified as being ready), by BHEL arising due to reasons not attributable to vendor, BHEL will extend the delivery period for such delay in carrying out inspection. If BHEL is not able to witness inspection up to 15 days then in addition to delay beyond stipulated period, extension in delivery time of 07 days for arranging fresh inspection will be given.

When the tests have been satisfactorily completed at Seller/ Contractor's works, the Inspection Agency shall issue an inspection report that effect within seven (07) days after completion of the tests, but if the tests were not witnessed by the Inspection Agency or his representative, the material acceptance report would be issued within seven (07) days after receipt of the test certificates by the Purchaser.

Purchaser will issue MDCC to the Seller/ Contractor within 7 days based on inspection report/ test certificates/Certificate of Conformance as applicable. In case of delay in issuance of MDCC beyond 7 days stipulated time (i.e. from the date of successful inspection report), by BHEL arising due to reasons not attributable to vendor, BHEL will extend the delivery period for such delay in issuing MDCC. If BHEL is not able to issue MDCC up to 15 days then in addition to delay beyond stipulated period, 7 days' additional time shall be given to vendor to facilitate the vendor for arranging logistic arrangements.

17. **Performance Bank Guarantee:** shall be as per Cl. No. 7 of GTC of GeM. Performance Security amount shall be @5% of the value of contract value.

Initial ePBG validity shall be 25 months from PO date (Considering delivery period of 5 months + 18 months guarantee period + 2 months claim period is already mentioned in GTC cl no. 7.ii GeM 3.0 Version 1.19). However, BG will be released only after completion of all contractual liability or guarantee period whichever is later.

Notes:-

a) PBG value given in ATC will supercede PBG value given elsewhere.

b) In case any benefit with respect to BG reduction is provided by the end customer for Patratu project, then similar benefit shall be passed onto the bidders for subject tender as well.

18. For recognition of dispatch, vendor to submit following documents to BHEL by e-mail/ fax immediately on dispatch: - GST compliant invoice, LR for Indian Vendors (indicating Invoice No., no. of boxes, PTL (if applicable) etc.) Packing List (Must be indicating No. of boxes, Packing size, Gross weight and net weight of each package, Contents of the package with cross reference to BoM item code no. or item serial no. and Quantity of each item separately), Insurance Intimation to underwrite through email/fax, Dispatch Clearance.

19. **Any other special major condition:**

(i). Indented items are billable to customer.

(ii). Bidder shall be asked to provide detailed break-up of quoted price in Ex-works, freight & Tax components.

(iii). Bidders shall be required to submit applicable Freight % & GST % included in their prices during tender clarification stage.

(iv). Packing Instructions and others parameters provided by Engg. shall be as per specification.

20. **Mode of Price Evaluation (on landed price at consignee destination) - ONLY BID**

21. Risk & Cost Purchase clause- As per Annexure-II.

22. Bidder to note the following :-

- i. 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.
- ii. 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 %.
- iii. Data Sheet of the product(s) offered in the bid, are to be uploaded along with the bid documents. Buyers can match and verify the Data Sheet with the product specifications offered. In case of any unexplained mismatch of technical parameters, the bid is liable for rejection.
- iv. The bidder is required to upload, along with the bid, all relevant certificates such as BIS license, type test certificate, approval certificates and other certificates as prescribed in the Product Specification given in the bid document.
- v. 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.

23. DEFAULT/ BREACH OF CONTRACT, INSOLVENCY AND RISK PURCHASE:

In case of delays (beyond the maximum late delivery period as per LD clause) in supplies, or if there be defective supplies or non-fulfilment of any other terms and conditions of the Contract as enumerated subsequently in this clause, then, without prejudice to its right to recover any expenses losses or damages to which the Buyer may be put to incur or sustain by reason of the Seller/Contractor's default or breach of Order/Contract or to suspend business dealings with the Seller/Contractor in terms of the Buyers' Guidelines for Suspension of Business Dealings as applicable from time to time, the Buyer shall also be entitled to cancel the Order/ Contract either in whole or portion thereof without compensation to Seller. On the occurrence of any of the acts/omissions mentioned below, the Buyer may if it so desires, procure upon such terms and in such manner as deemed appropriate, plant/ equipment/ stores not so delivered or others of similar description where plant/ equipment/ stores exactly complying with particulars are not, in the opinion of the Buyer (which shall be final), readily procurable, at the risk and cost of the Seller.

The Seller shall be liable to the Buyer for any excess costs incurred thereof and the Seller shall continue the performance of the Order/Contract to the extent not cancelled under the provisions of this clause. The Seller shall on no account be entitled to any gain on such repurchases. If the Bidder does not agree to this Risk Purchase clause, BHEL reserves the right to reject the bid/offer of the Bidder. to this Risk Purchase clause, BHEL reserves the right to reject the bid/offer of the Bidder.

The order/contract may be cancelled in whole or part thereof and Risk & Cost Clause in line with terms and conditions of PO/Contract may be invoked by the Buyer in any of the following cases:

- i) If the Seller/Contractor fails to deliver the goods or materials or any instalment thereof within the period(s) fixed for such delivery or the seller's poor progress of the supply/service vis-à-vis delivery/execution timeline as stipulated in the contract, backlog attributable to the Seller including unexecuted portion of supply does not appear to be executable within balance period available;
- ii) delivers goods or materials not of the contracted quality and failing to adhere to the contract specifications/execution methodology;
- iii) withdrawal from or repudiation/abandonment of the supply/services by the Seller before completion as per contract or if the Seller refuses or is unable to supply goods or materials covered by the order/Contract either in whole or in part or otherwise fails to perform the Order/Contract.
- iv) Non supply by the Seller within scheduled completion/delivery period as per contract or as extended from time to time for reasons attributable to the Seller;
- v) Termination of Contract on account of any other reason(s) attributable to the Seller.
- vi) Assignment, transfer, subletting of contract without BHEL's written permission resulting in termination of Contract or part thereof by BHEL.
- vii) If the Seller be an individual or a Sole Proprietorship, in the event of death or insanity of the Seller.
- viii) If the Seller/Contractor being an individual or if a partnership firm thereof, shall at any time be adjudged insolvent or shall have a receiving order for administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any assignment of the order/Contract or enter into any arrangement or composition with his creditors or suspend payment or if the firm dissolved under the Partnership Act;
- ix) If the Seller/Contractor being a Company is wound up voluntarily or by order of a Court or a Receiver, Liquidator or Manager on behalf of the debenture holders and creditors is appointed or circumstances have arisen which entitles the Court of debenture holder and creditors to

appoint a receiver, liquidator or manager
x) Non- Compliance to any contractual condition or any other default attributable to the Seller. Such defaulting vendor/Seller shall not be eligible to participate in re-tendering conducted on account of risk purchase made due to fault of such vendor/Seller.

24. All other terms & conditions shall be as per GeM bid, selected Additional Terms & Conditions from GeM library and GTC on GeM GTC version available on GeM Portal on enquiry floating date shall be applicable.

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. 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 specification and / or terms and conditions governing the bid. Any clause incorporated by the Buyer such as demanding Tender Sample, incorporating any clause against the MSME policy and Preference to make in India Policy, mandating any Brand names or Foreign Certification, changing the default time period for Acceptance of material or payment timeline governed by OM of Department of Expenditure shall be null and void and would not be considered part of bid. Further any reference of conditions published on any external site or reference to external documents / clauses shall also be null and void.

*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](#)