

## Bid Corrigendum

GEM/2022/B/1871678-C1

Following terms and conditions supersede all existing "Buyer added Bid Specific Terms and conditions" given in the 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. Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.
3. While generating invoice in GeM portal, the seller must upload scanned copy of GST invoice and the screenshot of GeM portal confirming payment of GST.
4. Scope of supply (Bid price to include all cost components) : Only supply of Goods
5. **Pre-dispatch inspection at Seller premises (Fee/Charges to be borne by the BUYER):** Before dispatch of 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 seller 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 of advance sample, the seller shall inform the buyer promptly through emails about the date of submission of sample to the buyer nominated Inspection agency.
6. Warranty period of the supplied products shall be as given in specifications from the date of final acceptance of goods or after completion of installation, commissioning & testing of goods (if included in the scope of supply) at consignee location. OEM Warranty certificates must be submitted by Successful Bidder at the time of delivery of Goods. The seller should guarantee the rectification of goods in case of any break down during the guarantee period. Seller should have well established Installation, Commissioning, Training, Troubleshooting and Maintenance Service group in INDIA for attending the after sales service. Details of Service Centres near consignee destinations are to be uploaded along with the bid.
7. Buyer Added text based ATC clauses

#### **1. SCOPE OF SUPPLY:**

MATERIAL CODE	MATERIAL DESCRIPTION	QTY (KG)	REMARK
<b>RU1023701049</b>	<b>SUPPLY OF FABRICATED HOT DIP GALVANIZED SUPPORT STEEL</b>	9036	

	<p><b>STRUCTURE AS PER ATTACHED DRAWINGS AND ANNEXURES. MINIMUM 610 GM/SQM HOT DIP GALVANIZING SHALL BE DONE AS PER SPECN IS:2629/2633/4759 BOM Detail as per Annexure-II</b></p>		<p>1 .Bidder must source raw materials ISMC, ISMB of approved make as per attached vendor list (Annexure-III)</p>
<p><b>RU1023701057</b></p>	<p><b>SUPPLY OF FABRICATED HOT DIP GALVANIZED SUPPORT STEEL STRUCTURE AS PER ATTACHED DRAWINGS AND ANNEXURES. MINIMUM 610 GM/SQM HOT DIP GALVANIZING SHALL BE DONE AS PER SPECN IS:2629/2633/4759 BOM Detail as per Annexure-I</b></p>	<p>37267</p>	<p>2. Bidder should have either in house hot dip galvanizing facility approved by NTPC or tie up with NTPC approved hot dip galvanizer for the same. Hot dip galvanizing facility approved by NTPC Ltd are indicated in the attached Annexure-III.</p>

**2. DELIVERY TERMS:**

For **RU1023701049** (9036 Kg) & **RU1023701057 (37267 Kg.)**- Material shall be supplied at : (1X660 MW PANKI THERMAL POWER STATION). Therefore, rates to be quoted on **FOR NTPC P& SITE BASIS.**

***It is to be noted that as per General Terms & Conditions of GeM, quoted rates bid/RA are inclusive of taxes, freight, insurance etc. If any bidder mentions ex GST, freight, insurance in technical bid/catalogue, this shall not be considered valid & no further clarifications shall be sought thereof***

**3. PRICE BASIS:** Prices shall remain firm till the execution of the contract.

**4. COMPLIANCE OF PRE QUALIFICATION REQUIREMENT (PQR)-**

Bidder must comply with PQ criteria as per document no-RUD/STR/PQR/00, and submit relevant documents along with offer as asked in PQR.

All bidders meeting PQR criteria shall be presented to end customer **M/s NTPC Ltd**. For their approval BHEL Reserves the right to not consider the offer of bidder meeting PQR criteria (Sl no-1,2 3) but approved by end customer M/s NTPC Ltd.

**5. ACCEPTANCE OF TECHNICAL SPECIFICATION:**

Bidder to submit signed and stamped copy of all attached TENDER DOCUMENTS (PQR Documents, Drawings, Annexures and QAP) as a proof of acceptance of technical terms.

**6. AWARD OF CONTRACT-** Tender shall be awarded to techno-commercially qualified bidder who quotes **itemise** lowest landed rate in price bid/finance bid.

**7. DELIVERY SCHEDULE:**

~~Supply of the material within 30 days from the date of Purchase order. However, material to~~

~~dispatched only after dispatch clearance by BHEL.~~ **Clause no-7 of original bid star deleted"**

**Revised clause Clause 7 (Corrigendum) for delivery Schedule -as following: -**

Material Code	Item description	Qty.(Kg)	Delivery Period
<b>RU1023701049</b> (Schedule 1)	<b>G.I.Structure Panki SPBD(BOM Detail as per Annexure-II</b>	<b>9036</b>	<b>15 days</b> from PO date
<b>RU1023701057</b> (Schedule 2)	<b>G.I.Structure Panki IPBD(BOM Detail as per Annexure-I</b>	<b>37267</b>	<b>30 days</b> from PO date

**Notwithstanding anything mentioned anywhere else in the tender documents delivery schedule for schedule 1 (RU1023701049) should read as 15 days instead of 30 days**

However, material to be dispatched only after dispatch clearance by BHEL.

**8. GUARANTEE / WARRANTY:**

Guarantee/ warranty period shall be at least 30 months from the date of receipt of material at Site or 36 months from the date of commissioning whichever is earlier.

**9. GALVANIZING FROM CUSTOMER APPROVED SOURCES: -**

Bidder should have either in house hot dip galvanizing facility approved by NTPC or tie-up with NTPC approved hot dip galvanizer for the same. Hot dip galvanizing facility approved by NTPC Ltd indicated in the attached Annexure-III

Structure galvanized from other than NTPC approved sources shall not be acceptable.

**10. INSPECTION AND TESTING:**

Pre-dispatch Inspection shall be carried out by BHEL/BHEL authorized TPIA(Third Party Inspection Agency)/BHEL customer. Supplier shall intimate (raise inspection call on BHEL CQ Portal <https://cqir.bhel.in/>) BHEL about material readiness well in advance (at least 04 days before) enabling BHEL to conduct pre-dispatch inspection. Material shall be dispatched only after written clearance from BHEL. However, material shall be accepted after final inspection by BHEL at B R Rudrapur/BHEL site and availability of all relevant documents like GST Invoice, Material Test Certificate, Packing list etc.

**Finish: All the Components should be Hot Dip Galvanized as per IS: 4759 (latest)/ IS: 2633 and it should pass the Dip Test as per IS: 2633. Thickness of zinc coating shall be minimum 610 gms/sq. meter.**

**Attached QAPs to be followed for inspection purpose**

QP No-0000-999-QVE-P-405 (For Panki SPBD structure)

QP No-0000-999-QVE-P-404 (For Panki IPBD Structure)

**11. WEIGHT VARIATION CLAUSE:** - Actual Weight variation maximum up to  $\pm 5\%$  shall be allowed as per IS:1852. Weight criteria is just for payment purpose; however, supplier has to ensure the completeness i.e. each item is physically delivered at destination in Nos. as per PO.

**12. PAYMENT RELEASE CRITERIA:** -Payment shall be released on the basis of Actual weight basis (billed or received at Project Site/CFP RUDRAPUR, whichever is lower), within the tolerance limit of  $\pm 5\%$  Weight.

### **13. Payment Terms-**

100% within 45 days after the receipt and acceptance of material, mode of payment-through EFT.

### **14. GENERAL**

Any deviation regarding extra GST on quoted rates, payment term, delivery schedule, LD shall not be considered in any circumstances. Delivery schedule as mentioned in GeM-bid shall only be applicable for GST, LD terms shall be applicable only of GeM.

## **Disclaimer**

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority Buyer Organization. Buyer organization is solely responsible for the impact of these clauses on the bidding process, 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](#)