

## Bid Corrigendum

GEM/2022/B/2716270-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. **Bidder financial standing:** The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.
3. 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.
4. 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 %.
5. Bidder shall submit the following documents along with their bid for Vendor Code Creation:
  - a. Copy of PAN Card.
  - b. Copy of GSTIN.
  - c. Copy of Cancelled Cheque.
  - d. Copy of EFT Mandate duly certified by Bank.

6. Buyer Added text based ATC clauses

Ø **CORRIGENDUM - 1 (Dt. 08/11/2022): Clause. No. 6 A) of SPECIAL TERMS AND CONDITIONS i.e. MAKE/MANUFACTURER: OFFERS from MANUFACTURERS ONLY ACCEPTABLE. OFFERS from TRADERS / STOCKISTS are not acceptable. is CHANGED as following:**

Ø **OFFERS from BHEL APPROVED MANUFACTURERS are ACCEPTABLE.**

Ø **OFFERS from OTHER SUPPLIERS (OR) STOCKISTS and TRADERS, who have supplied similar items to any of the BHEL Units shall also be considered on submission of PO copy, Inspection Reports, LR, Invoice Copy / Job Completion Certificate.**

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**INSTRUCTIONS TO BIDDERS and SPECIAL TERMS & CONDITIONS (MISC. ITEMS - H182200016)**

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- 1) Bidder shall submit Categorical Confirmation of this ITB as a token of acceptance of the PQC,

Special Terms and Conditions, Drawing (if applicable) and Technical Specification clauses mentioned. Vendor shall comply to all the additional clauses mentioned in GeM Bid Document. The offers of those Vendors who do not comply with all the Clauses in total are likely to be rejected. Documents submitted with the offer shall be signed and stamped on each page by authorised representative of the vendor.

- 2) Bidder shall follow GeM general term and conditions and submit the offer (<https://gem.gov.in/page/detail/34>).
- 3) All the terms and conditions mentioned in Special Terms and Conditions, Drawing and Technical Specification shall supersede any other similar terms quoted elsewhere.
- 4) **QUOTED PRICE:** - Bidder shall quote the Price inclusive of Testing, Freight, Packing & Forwarding, Transit Insurance, GeM transaction charges, any other taxes and GST etc. No extra payment will be made over & above quoted price.
- 5) Contact Details: - For any Technical queries: Mr. S Vijay (0891-2881113) & Mr. L K Mantri (0891-2881141) and for any commercial / GeM queries: Mr. N Satish Kumar (0891-2881319).

6) **SPECIAL TERMS AND CONDITIONS**

A) **TDC & QP: - Vendor should supply the Materials as per TDCs & Drawings (if applicable) mentioned in the UNPRICED BID.**

B) **INSPECTION:- By BHEL at HPVP, Upon the receipt of Materials at HPVP-STORES, Visakhapatnam - 530012.**

**After completion of Inspection at their works, suppliers need to send the colour scan copies of MTCs, Inspection reports and other Test Reports applicable as per material specification, Drawings & TDCs to BHEL-HPVP for obtaining the material dispatch clearance.**

BHEL representative from HPVP Unit or Corporate Quality shall be entitled to carry out inspection of material and workmanship at supplier's premises or at his sub-contractor's premises at all reasonable times during execution of the contract and before dispatch clearance; Such inspection, examination and testing, if made, shall not absolve the vendor from his obligations under the contract.

**C) MAKE / MANUFACTURER: OFFERS from MANUFACTURERS ONLY ACCEPTABLE.**  
**OFFERS from TRADERS / STOCKISTS are not acceptable.**

D) **GUARANTEE CERTIFICATE:** Vendor should guarantee the material against all design and manufacturing defects and for performance for a period of 18 months from the date of last dispatch or 12 months from the date of commissioning whichever is earlier. If any defect is noticed during the above period, the same shall be rectified / replaced free of cost on FOR BHEL within a reasonable time.

E) **PRE-QUALIFICATION CRITERIA: Pre-Qualification Criteria (POC) / Eligibility criteria: POC / Eligibility criteria for vendor to participate against this Bid mentioned below is essential. Supporting documents need to be attached along with Technical bid, offers without proper supporting documents in line with the requirement shall not be considered for scrutiny.**

Ø **Experience & Past performance in executing similar type of material in last 2 years (PO copies & Inspection release note preferably from PSU reckoned as supporting documents).**

Ø **Financial Standing thru latest I.T.C.C. and Annual Report (Balance sheet, Profit & Loss account) of last 3 fiscal years.**

Ø **PAN, TIN, GST Details.**

**The above stated Pre-Qualification Criteria is not applicable to those vendors who were already registered under PMD of BHEL-HPVP.**

- F)** Other clauses like Tender Evaluation, LD, Firm Price etc., shall be as GeM General terms and conditions.
- G)** BHEL reserves the right to cancel the Enquiry / Tender at any stage without assigning any reasons thereof. Also, BHEL reserves the right to reject or accept one or any offer without assigning any reason.
- H) FRAUD PREVENTION POLICY:** The Bidder along with its associate/ collaborators/ sub-contractors/ sub-vendors/ consultants/ service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.
- I) LINKING UP OF OLD ISSUES:** In case if you have any outstanding problem with earlier supplies, you should not link up against this enquiry or PO at later stages.
- J)** Bidder's quoted rates/ price for supply part of the contract shall remain firm throughout the contract including extension, if any, for any reason whatsoever and no escalation is admissible for this contract.

**K) GUIDELINES FOR SUSPENSION OF BUSINESS DEALING WITH SUPPLIERS:**

The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL web site [www.bhel.com](http://www.bhel.com).

- 1.0) Integrity commitment, performance of the contract and punitive action thereof:
- 1.1) Commitment by BHEL: BHEL commits to take all measures necessary to prevent corruption in connection with the tender process and execution of the contract. BHEL will during the tender process treat all Bidder(s) in a transparent and fair manner, and with equity.
- 1.2) Commitment by Bidder/ Supplier/ Contractor:
- Ø The bidder/ supplier/ contractor commit to take all measures to prevent corruption and will not directly or indirectly influence any decision or benefit which he is not legally entitled to nor will act or omit in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India.
  - Ø The bidder/ supplier/ contractor will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and shall adhere to relevant guidelines issued from time to time by Govt. of India/ BHEL.
  - Ø The bidder/ supplier/ contractor will perform/ execute the contract as per the contract terms & conditions and will not default without any reasonable cause, which causes loss of business/ money/ reputation, to BHEL.

If any bidder/ supplier/ contractor during pre-tendering/ tendering/ post tendering/ award/ execution/ post-execution stage indulges in mal-practices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the price or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India, then, action may be taken against such bidder/ supplier/ contractor as per extant guidelines of the company available on [www. bhel.com](http://www.bhel.com) and/or under applicable legal provisions.

**L) NEW PROVISION (SECTION 194Q) REGARDING DEDUCTION OF TAX AT SOURCE @ 0.1% ON PURCHASE OF GOODS FROM RESIDENT:**

Ø New Section 194Q is inserted for deduction of TDS by a person (whose turnover exceeds Rs. 10 crores) who is paying any sum to any resident for purchase of any goods of the value exceeding Rs. 50 lakhs in any previous year. This provision shall not be applicable where tax is deductible under any other provision of I.T Act or where tax is collectible under the provisions of section 206C other than a transaction to which sub-section (1H) of section 206C applies. The tax shall be deducted at the rate of 0.1%, which shall be increased to 5% if the seller does not provide his PAN. (w.e.f. 1st day of July 2021)

**M) NON-FILER OF INCOME TAX RETURN SHALL BE SUBJECT TO TDS/TCS AT HIGHER RATES (SECTION 206AB AND SECTION 206CCA):**

Ø The Finance Act 2021 inserts these sections to provide for deduction and collection of TDS and TCS at the higher rates in case of non-filers of the income tax return for preceding two years (provided total TDS deducted / TCS collected exceeds Rs. 50,000 in each of the two preceding years). The rate of TDS/TCS shall be at the double of the specified rate or 5%, whichever is higher. These provisions shall not be applicable where the tax is required to be deducted under sections 192, 192A, 194B, 194BB, 194LBC or 194N of the Act. (w.e.f. 1st day of July 2021)

**N) FORCE MAJEURE:**

The supplier shall not be considered in default if delay occurs due to causes beyond their control such as Acts of God, Natural Calamities, Fire, Frost, Flood, Civil War, Civil Commotion, Riot, Government Restrictions, strikes / lock outs. Only those causes that have duration of more than seven days shall be considered cause of force majeure. Notification to this effect duly certified by local chamber of commerce / statutory authorities with supporting documents shall be given by the supplier to BHEL by registered letter/courier service immediately without loss of time. In the event of delay due to such causes the delivery schedule shall be extended for a length of time equal to the period of Force Majeure or at the option of BHEL the order may be cancelled. Such cancellation would be without any liability whatsoever on the part of BHEL. In the event of such cancellation the supplier shall refund any amount advanced or paid to the supplier by BHEL and deliver back any material issued to him by BHEL and release facilities, if any, provided by BHEL.

**O) ARBITRATION & CONCILIATION:**

Except as provided elsewhere in this Contract, in case amicable settlement is not reached between the Parties, in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or, in any manner touching upon the Contract, then, either Party may, by a notice in writing to the other Party refer such dispute or difference to the sole arbitration of an arbitrator appointed by Head of the BHEL Unit/Region/Division issuing the Contract.

The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the Parties. Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1995 (India) or statutory modifications or re-enactments thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this clause. The seat of arbitration shall be (the place from which the contract is issued) The cost of arbitration shall be borne as per the award of the Arbitrator, Subject to the arbitration in terms of Clause above, the Courts at (Pl incorporate the name of the place where the Principal Civil Court having ordinary original civil jurisdiction to decide questions forming subject matter of the arbitration is located)

shall have exclusive jurisdiction over any matter arising out of or in connection with this Contract.

Notwithstanding the existence or any dispute or differences and/or reference for the arbitration, the Contractor shall proceed with and continue without hindrance the performance of its obligations under this Contract with due diligence and expedition in a professional manner except where the Contract has been terminated by either Party in terms of this Contract.

**P) JURISDICTION:**

Notwithstanding any other court or courts having jurisdiction to decide the question(s) forming the subject matter of the reference if the same had been the subject matter of a suit, any and all actions and proceedings arising out of or relative to the contract (including any arbitration in terms thereof) shall lie only in the Court of Competent Civil/territorial jurisdiction in this behalf at Visakhapatnam and only the said Courts(s) shall have jurisdiction to entertain and try any such action(s) and/or proceeding(s) to the exclusion of all other Courts.

**Q) RISK PURCHASE:**

The delivery period stated shall be reasonable/realistic and shall strictly be adhered to. If the material is not supplied within the agreed delivery period, in order to avoid loss or damage BHEL reserves the right to cancel the order and purchase the material (either wholly or undelivered portion) from alternate source(s) at the Risk and Cost (with extra 5 % overhead) of the Supplier. In such an event, it shall be obligatory on the part of Supplier to make good any loss suffered by the BHEL. In such cases, BHEL shall withhold bills, bank guarantees, etc., of the Supplier, which are pending either at HPVP BHEL or any other Unit of BHEL.

**R) REJECTION & REPLACEMENT:**

If any material is rejected, supplier to make free of cost (on freight paid basis) replacement within a specified period. Rejected materials can be lifted by the supplier thereafter. (OR) BHEL Shall take alternate procurement action from elsewhere and recover the difference in cost, if any incurred by BHEL in this regard from the supplier. The supplier shall not be entitled to any gain on repurchase. (OR) BHEL can terminate the contract either in part or wholly in which at BHEL discretion and recover loss if any from the supplier.

**S) GUARANTEE CERTIFICATE:**

Vendor should guarantee that all materials shall be free from any defect due to facility design, material and workmanship. Supplier shall guarantee the performance of material/equipment/total system, for a period of 18 months from the date of last dispatch or 12 months from the date of commissioning, whichever is earlier. If any defect is noticed during the above period, the same shall be rectified / replaced free of cost on FOR BHEL-HPVP, Visakhapatnam / Destination basis within a reasonable time.

**T) PAYMENT TERM:**

100% payment shall be made within the stipulated days as mentioned below from the date of receipt and acceptance of materials at BHEL.

<b>TYPE OF BIDDER</b>	<b>Payment Terms (Number of Days)</b>
Micro & Small Enterprises (MSEs)	<b>45 Days</b>

Medium Enterprises	<b>60 Days</b>
Non MSMEs	<b>90 Days</b>

However, GST Portion of Invoice shall be released only upon:

- 1) Vendor declaring the Invoice in their GSTR-1.
- 2) Receipt of Goods and Tax Invoice by BHEL.
- 3) Confirmation of Payment of GST thereon by vendor on GSTN Portal.

**LIST OF ITEMS (TOTAL PACKAGE EVALUATION BASIS):**

SL.NO.	Ref. NO.	MATL. CODE	MATL. DESCRIPTION	QTY.	UNIT	INSP. TYPE
1	100008885/10 7906 / 67-251	160052790000	BRASS PLATE 6 MM THICK - IS410	72.00	KG	BHEL at HPVP Stores
2	100008885/20 7906 / 67-251	160052770000	BRASS SHEET 0.08 MM THIK (COMML QUALITY)	2.56	KG	BHEL at HPVP Stores
3	100008885/30 7906 / 67-251	160052590000	BRASS SHEET 0.2 MM THICK (COMML QUALITY)	6.40	KG	BHEL at HPVP Stores
4	100008887/10 7906 / 48-432	220300160000	CARBON FIBRE/CERMC FIBRE GLND PKNG 6MM as per TP 23299 REV.02	35.00	KG	BHEL at HPVP Stores
5	100008888/10 7906 / 48-432	530131080002	CHAIN 3 X 17X12 MM (COMML QLTY)	300.00	KG	BHEL at HPVP Stores
6	100008888/20 7906 / 48-432	530131080000	CHAIN 3X17X12 - 600 MM LONG (COMML QLTY)	3000.00	NO	BHEL at HPVP Stores
7	100008888/30 7906 / 48-432	156350090000	MS LINK CHAIN (COMML QTY) 2.8X17X12	400.00	M	BHEL at HPVP Stores
8	100008897/10 7931 / 01-000	156212900000	STB STRT IMMR SCW M33X2F L4540 A105-DHYB as per TDC: AA7326101-01	13.00	NO	BHEL at HPVP Stores

7. Experience Criteria: The Bidder or its OEM {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU / Public Listed Company for 2 years before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the year. In case of bunch bids, the primary product having highest value should meet this criterion.
8. For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:
  - a. Purchase Order copy along with Invoice(s) with self-certification by the bidder that supplies against the invoices have been executed.
  - b. Execution certificate by client with order value.
  - c. Any other document in support of order execution like Third Party Inspection release note, etc.
9. **NET WORTH:** Net Worth of the OEM should be positive as per the last audited financial statement.
10. Scope of supply (Bid price to include all cost components) : Only supply of Goods
11. Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.

12. 1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.  
2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.  
3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.
13. 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.
14. 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.

## 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 specifications 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. 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. Also, GeM does not permit collection of Tender fee / Auction fee in case of Bids / Forward Auction as the case may be. Any stipulation by the Buyer seeking payment of Tender Fee / Auction fee through ATC clauses would be treated as 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](#)