

Bid Corrigendum

GEM/2022/B/2083878-C7

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. Payment Terms: -

a) i. 70% of order value (Excluding GST) shall be made to the Seller within 90 days 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).

Documents required for payment: -

a) GST Compliant Invoice (1 Original + 2 copies)

b) Store Receipt Voucher (SRV)

ii. 30% of order value (Excluding GST) shall be released within 90 Days after the date of completion of installation and on submission of following document: -

a) Installation completion certificate signed by site Engineer.

iii. Applicable GST shall be released as per the terms cited in the GeM ATC.

b) Payment shall be released as per Time line furnished below for Micro & Small Enterprises, Medium Enterprises & Non MSME bidder:-

Type of Bidder	Payment Timelines	Payment Terms (Number of days)
Micro & Small Enterprises	Payments shall be made to the Seller within 45 days 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)	45 days

Medium Enterprises	Payments shall be made to the Seller within 60 days 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)	60 days
Non MSME	Payments shall be made to the Seller within 90 days 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)	90 days

Proof for Micro, Small and Medium Enterprises has to be furnished by the bidder

2. Audited Financial documents of FY 2018-19, 2019-20 and 2020-2021 shall be furnished in support of Turnover and this requirement shall supersede other Turnover parameters cited elsewhere. If financial statements are not required to be audited statutorily, then instead of audited financial statements, financial statements are required to be certified by Chartered Accountant. In case of audited Financial statements have not been submitted for all the three years as indicated against Financial Turnover QR (Qualifying requirement) above, then the applicable audited statements submitted by the bidders against the requisite three years, will be averaged for three years i.e. total divided by three.

3. Unloading of materials: Unloading of the materials at Patratu site is in the scope of BHEL.

4. Corrigendum-01 for amendment:

Cl. No. 3 of Custom bid specification is amended as under: -

“The Indicative quantities of different partitions of owner’s office (for information) is as follows:

Sr. No	Descriptions	Quantity
1	Full Height Partitions (Marked as FH) -3 M Height	473.82 SQM (Approx.)
2	Full Height with Glass Partitions-Total 3 M Height with Glass above 1.5m height (Marked as FHG)	45.6 SQM (Approx.)
3	Low Height Partitions (Marked as LH)	51.3 SQM (Approx.)
4	Doors	13 Nos.

Note:

1. **Bidder Shall assess the requirement and quantity of each item required for estimation and quote total Lump sum price accordingly. No extra payment shall be made for any quantity variation/extra items.**
2. Vendor shall visit site and quote lump sum price for the entire scope of work defined and supply all required items including fasteners etc. required to completion of work in all respect and handing over to BHEL/PVUNL.
3. Revised Floor Drawing uploaded in buyer uploaded ATC document.”
2. **Nominated Inspection Agency:** On behalf of the Buyer organization, any one of the following Inspection Agency will 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): As per Technical specification.
Post Receipt Inspection at consignee site before acceptance of stores: As per Technical specification.
3. Actual delivery (and Installation & Commissioning (if covered in scope of supply)) is to be done at following address BHEL Site Office Construction Manager 3X800 MW PVUNL Patratu STPP Dist.- Ramgarh, Patratu, PIN – 829119, Jharkhand.
4. **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.
5. 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 %.
6. 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.
7. 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.
8. Scope of supply (Bid price to include all cost components) : Supply Installation Testing and Commissioning of Goods
9. To be eligible for award of contract, Bidder / OEM must possess following Certificates / Test Reports on the date of bid opening (to be uploaded with bid): Bidder must have completed supply and installation of Office modular partitions of Rs. 15 Lakhs or more within last five years as on the latest date of bid submission in a maximum of two purchase orders. Copy of Purchase order and appropriate document against proof of supply must be submitted in support of experience criteria. Bidders approved by PVUNL Patratu Customer shall be eligible for award..
10. 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.
11. 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.

12. 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.
13. 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 Bharat Heavy Electricals Limited, payable at Nagpur. 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.
14. 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 Bharat Heavy Electricals Ltd., Power Sector, Western Region, Nagpur 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.
15. 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 Ltd., Account No. 40227423158 IFSC Code SBIN0000432 Bank Name SBI, Branch address NAGPUR MAIN BRANCH, Branch Code- 00432, Nagpur. 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.
16. Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.
17. 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](#)