

Bid Corrigendum

GEM/2023/B/3495265-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 buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration
2. Buyer Added text based ATC clauses

PRE QUALIFICATION CRITERIA

JOB	WATCH & WARD SERVICES FOR PROTECTION OF MEN AND MATERIALS, TRAFFIC REGULATION ETC AT BHEL PSER 1 X 120 MW I EL JAMSHEDPUR SITE, JHARKHAND
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SL.NO.	CRITERIA
1.0 (a)	BIDDER SHOULD HAVE AVERAGE MINIMUM ANNUAL FINANCIAL TURNOVER OF Rs 34.13 LAKH DURING THE LAST THREE (3) FINANCIAL YEARS ENDING ON 31.03.2022
(b)	AND SHOULD HAVE POSITIVE NET WORTH ON LATEST AUDITED ACCOUNTS AS SUBMITTED FOR PARA 1(c).
(c)	BIDDER MUST HAVE EARNED PROFIT IN ANY ONE OF THE LAST THREE (3) FINANCIAL YEARS ENDING ON 31.03.2022. AUDITED BALANCE SHEET AND PROFIT & LOSS ACCOUNT OF THE COMPANY FOR LAST THREE (3) FINANCIAL YEARS ENDING ON 31.03.2022, NEED TO BE SUBMITTED IN SUPPORT OF ABOVE.
(d)	IN CASE AUDITED BALANCE SHEET AND PROFIT & LOSS ACCOUNT HAS NOT BEEN SUBMITTED FOR ALL THREE YEARS INDICATED ABOVE, THEN AP

	<p>PLICABLE</p> <p>FINANCIAL AUDITED STATEMENTS SUBMITTED BY THE BIDDER AGAINST THE</p> <p>REQUISITE THREE YEARS WILL BE AVERAGED FOR THREE YEARS.</p> <p>IF FINANCIAL STATEMENTS ARE NOT REQUIRED TO BE AUDITED STATUTORILY,</p> <p>THEN INSTEAD OF AUDITED FINANCIAL STATEMENTS, FINANCIAL STATEMENTS</p> <p>ARE REQUIRED TO BE CERTIFIED BY CHARTERED ACCOUNTANT.</p>
2.0	<p>THE BIDDER SHOULD HAVE EXPERIENCE OF SUCCESSFULLY COMPLETED SIMILAR WORKS (I.E. WATCH AND WARD SERVICES / SECURITY SERVICES) AT LEADING PSU'S/STATE GOVERNMENTS/CENTRAL GOVERNMENTS / REPUTED COMPANIES IN THE LAST 07 YEARS, ENDING ON THE LATEST DUE DATE OF SUBMISSION OF OFFER.</p> <p>RELEVANT DOCUMENT IN SUPPORT OF ABOVE SHALL BE SUBMITTED BY BIDDER.</p>
3.0	<p>THE AGENCY SHOULD HAVE VALID LICENSE UNDER PRIVATE SECURITY AGENCIES (REGULATION) RULES, 2005" TO ENGAGE IN THE BUSINESS OF PRIVATE SECURITY AGENCY IN THAT STATE GOVERNMENT JURISDICTION. AGENCY SHALL SUBMIT THE COPY OF LICENSE AS PROOF ALONG WITH THE BID.</p>
4.0	<p>BIDDER SHOULD HAVE VALID PAN.</p> <p>RELEVANT DOCUMENT IN SUPPORT OF ABOVE SHALL BE SUBMITTED BY BIDDER.</p>

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TERMS OF PAYMENT:

The successful bidder shall submit the bill/invoice on monthly basis (Wages bill plus Service Charge in line with Clause no. 6.5 along with any other bills as per tender terms and conditions), which shall be duly verified, checked by concerned BHEL Official for releasing of payment.

Payment shall be made within 45 working days from the receipt of complete GST complaint invoice.

All payment shall be made in Indian currency and by RTGS/NEFT only.

The contract price shall be inclusive of all applicable taxes, duties & levies.

GST as shown in Tax invoice shall be release subject to fulfillment of following conditions: -

Tenderer declaring GST Invoice in his GSTR-1

Confirmation of payment of GST thereon by Tenderer on GSTN Portal

Confirmation of full GST Credit to BHEL

Above is subject to receipt of goods / service and tax invoice thereof along with Tenderer declaring invoice in his return and paying GST within timeline prescribed for availing ITC by BHEL

3. File Attachment [Click here to view the file.](#)
4. File Attachment [Click here to view the file.](#)
5. **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.
6. 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.
7. **PAYMENT OF SALARIES AND WAGES:** Service Provider is required to pay Salaries / wages of contracted staff deployed at buyer location first i.e. on their own and then claim payment from Buyer alongwith all statutory documents like, PF, ESIC etc. as well as the bank statement of payment done to staff.
8. Bidders can also submit the EMD with Account Payee Demand Draft in favour of
BHEL, PSER
payable at
KOLKATA

Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.
9. Bidders can also submit the EMD with Fixed Deposit Receipt made out or pledged in the name of A/C (Name of the Buyer). 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 EMD, the FDR will be released in the favour of the bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Bidder has to upload scanned copy/ proof of the FDR along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date/ Bid Opening date
10. Bidders can also submit the EMD with Banker's Cheque in favour of
BHEL PSER
payable at
KOLKATA

Bidder has to upload scanned copy / proof of the BC along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.
11. Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name
BHEL
Account No.
11107800029
IFSC Code
SBIN0004289
Bank Name
SBI
Branch address
COMMERCIAL BR., SALT LAKE, SECTOR-V

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.

12. 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
BHEL PSER
payable at
KOLKATA
. 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.
13. 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
BHEL PSER, KOLKATA
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.
14. 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
BHEL
Account No.
11107800029
IFSC Code
SBIN0004289
Bank Name
SBI
Branch address
COMMERCIAL BR., SALT LAKE, SECTOR-V
. 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.
15. **Proof for Past Experience and Project Experience clause:** For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.**Proof for Past Experience and Project Experience clause:** For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.
16. 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.
17. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for percentage of 100% of total value.
18. Bid reserved for Make In India products: Procurement under this bid is reserved for purchase from Class 1 local suppliers as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a class 1 local supplier is denoted in the bid document 50%. All bidders must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which the bid is liable to be rejected. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020 . In case Buyer has

selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.

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. Any clause(s) incorporated by the Buyer regarding following shall be treated as null and void and would not be considered as part of bid:-

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.
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.

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](#)