

Bid Corrigendum

GEM/2024/B/5011330-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. **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. Buyer Added text based ATC clauses

1. Pre-Qualification Criteria [PQC]:

Sl.No	Condition	Description
1a	Experience	Vendor/ bidder shall submit at least one PO copy which they have obtained for furniture (Table and Chairs) and PO value should be more than Rs 1,50,000/-in the last 5 years from the date of enquiry.
3c	Relaxation of Norms for Startups	The condition of Prior Turnover and prior experience is relaxed for all startups whether Micro & Small Enterprises(MSEs) or otherwise subject to meeting of quality and technical specifications in accordance with the relevant provision of GFR,2005 and other DOE-PPD notifications for relaxation norms for start-ups issued from time to time.

2. Restriction: Submit the Annexure – A which is attached in ATC document.
3. Payment term: 100% payment of the supply value shall be made within stipulated time as mentioned below from the date of receipt & acceptance of material by BHEL.

Stipulated time based on type of bidder:

A. For Micro & Small enterprises(MSEs) payment will be made with-in 45 days

B. For Medium Enterprises will be made with-in 60 days

C. Non MSMEs will be made with-in 90 days

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

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

4. Pre Dispatch Inspection (PDI): Inspection of Revolving Chairs shall be Carried out by BHEL Corp. R&D at vendor works place. The Vendor shall give 7 days prior intimation for inspection of chairs.

5. Delivery period: The delivery period for complete scope of supply from date of PO is 35 days.

6. Warranty: Vendor shall provide warranty for supplied materials for a period of 1 years from the date of receipt and acceptance at BHEL Corp R&D.

7. Breach of contract, Remedies and Termination: In case of breach of contract, wherever the value of security instruments like performance bank guarantee available with BHEL against the said contract is atleast 10% of the contract value, the same be encashed. In case the value of the security instruments available is less than 10% of the contract value, the balance amount be recovered from other financial remedies (i.e. available bills of the contractor, retention amount, etc. with BHEL) or legal remedies be pursued

Further, levy of liquidated damages, debarment, termination, de-scoping, short-closure, etc., shall be applied as per provisions of the contract.

8. Vendor has to submit this GeM bid document duly signed and stamped on all pages. By submitting signed Gem bid document it affirms that vendor has accepted to all terms and conditions mentioned in this bid such as payment terms, PBG, Delivery period, Penalty clause etc.

1. 9. **Corrigendum:1: Following technical specifications are changed due to change in requirement. Vendors have to confirm following revised specification with sign and seal**

Dimensions:

Description of Technical specification	Previous Specification	Revised Specification	Vendor Acceptance to revised Specifications

Minimum Width of seat	450	510	
Minimum depth of seat	450	510	
Minimum width of back rest	450	510	
Minimum Pedestal Size (diameter)	650	680	

3. 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, 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. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

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. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
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.](#)