

### Bid Document

Bid Details	
<b>Bid End Date/Time</b>	30-12-2021 14:00:00
<b>Bid Opening Date/Time</b>	30-12-2021 14:30:00
<b>Bid Life Cycle (From Publish Date)</b>	90 (Days)
<b>Bid Offer Validity (From End Date)</b>	65 (Days)
<b>Ministry/State Name</b>	Ministry Of Heavy Industries And Public Enterprises
<b>Department Name</b>	Department Of Heavy Industry
<b>Organisation Name</b>	Bharat Heavy Electricals Limited (bhel)
<b>Office Name</b>	10110009-heap, Haridwar
<b>Total Quantity</b>	840
<b>Item Category</b>	W92320301062 DRG: 32030120216REV: 00 CASTING FOR BOSS AS PER DRG NO. 32030120216 SPEC: AA19521REV: 08 (Q3) , W92320301011 DRG: 32030118416REV: 01 CASTING FOR BOSS AS PER DRG NO. 32030118416 SPEC: AA19521REV: 08 (Q3) , W92320301020 DRG: 32030121515REV: 00 CASTING FOR BOSS AS PER DRG. NO. 32030121515 SPEC: AA19521REV: 08 (Q3) , W92320301070 GUIDE VANE LEVER (ROUGH MACHINED) DRG: 12030120203 REV: 03 SPEC: AA19521 REV: 08 (Q3) , W92320301089 BUSH HOUSING(ROUGH MACHINED) DRG: 02030121303 REV: 00 SPEC: AA19511 REV: 09 (Q3) , W92320301097 DRG: 22030120207REV: 00 CASTING FOR FORK AS PER DRG NO. 22030120207 SPEC: AA19521 REV: 08 (Q3) , W92320301038 DRG: 12030118403 REV: 05 GUIDE VANE LEVER (ROUGH MACHINED) SPEC: AA19521 REV: 08 (Q3) , W92320301046 DRG: 02030121508 REV: 00 BUSH HOUSING(ROUGH MACHINED) SPEC: AA19511 REV: 09 (Q3) , W92320301054 DRG: 22030118407REV: 00 CASTING FOR FORK AS PER DRG NO. 22030118407 SPEC: AA19521REV: 08 (Q3)
<b>MSE Exemption for Years of Experience and Turnover</b>	No
<b>Startup Exemption for Years of Experience and Turnover</b>	No
<b>Bid to RA enabled</b>	Yes
<b>RA Qualification Rule</b>	H1-Highest Priced Bid Elimination
<b>Primary product category</b>	W92320301062 DRG: 32030120216REV: 00 CASTING FOR BOSS AS PER DRG NO. 32030120216 SPEC: AA19521REV: 08
<b>Time allowed for Technical Clarifications during technical evaluation</b>	3 Days
<b>Estimated Bid Value</b>	26723360

**Bid Details**

<b>Payment Timelines</b>	Payments shall be made to the Seller within <b>75</b> 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)
<b>Evaluation Method</b>	Item wise evaluation

**EMD Detail**

Advisory Bank	State Bank of India
EMD Percentage(%)	1.00

**ePBG Detail**

Required	No
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(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.

(b). The EMD % will be applicable for each schedule/group selected during Bid creation.

(c). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

**Beneficiary:**

BHEL HEEP HARIDWAR  
10110009-HEEP, Haridwar, Department of Heavy Industry, Bharat Heavy Electricals Limited (BHEL), Ministry of Heavy Industries and Public Enterprises  
(Bharat Heavy Electricals Limited)

**Splitting**

Bid splitting not applied.

**MII Purchase Preference**

MII Purchase Preference	Yes
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**MSE Purchase Preference**

MSE Purchase Preference	Yes
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1. Preference to Make In India products (For bids < 200 Crore):Preference shall be given to Class 1 local supplier 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. If the bidder wants to avail the Purchase preference, the bidder 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 no purchase preference shall be granted. 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. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate .In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.

2. 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% (Selected by Buyer)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 25%(selected by Buyer) percentage of total QUANTITY.

3. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

4. Reverse Auction would be conducted amongst all the technically qualified bidders except the Highest quoting bidder. The technically qualified Highest Quoting bidder will not be allowed to participate in RA. However, H-1 will also be allowed to participate in RA in following cases:

- i. If number of technically qualified bidders are only 2 or 3.
- ii. If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.
- iii. In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
- iv. If L-1 is non-MSE and H-1 is eligible MSE and H-1 price is coming within price band of 15% of Non-MSE L-1
- v. If L-1 is non-MII and H-1 is eligible MII and H-1 price is coming within price band of 20% of Non-MII L-1

#### **Evaluation Method ( Item Wise Evaluation Method )**

Contract will be awarded schedulewise and the determination of L1 will be done separately for each schedule. The details of item-consignee combination covered under each schedule are as under:

<b>Evaluation Schedules</b>	<b>Estimated Value</b>	<b>Item/Category</b>	<b>Quantity</b>
Schedule 1	1863240	W92320301062 Drg: 32030120216rev: 00 Casting For Boss As Per Drg No. 32030120216 Spec: Aa19521rev: 08	60
Schedule 2	2508560	W92320301011 Drg: 32030118416rev: 01 Casting For Boss As Per Drg No. 32030118416 Spec: Aa19521rev: 08	80
Schedule 3	3868760	W92320301020 Drg: 32030121515rev: 00 Casting For Boss As Per Drg. No. 32030121515 Spec: Aa19521rev: 08	140
Schedule 4	2515800	W92320301070 Guide Vane Lever (rough Machined) Drg: 12030120203 Rev: 03 Spec: Aa19521 Rev: 08	60
Schedule 5	3444840	W92320301089 Bush Housing(rough Machined) Drg: 02030121303 Rev: 00 Spec: Aa19511 Rev: 09	60
Schedule 6	1822080	W92320301097 Drg: 22030120207rev: 00 Casting For Fork As Per Drg No. 22030120207 Spec: Aa19521 Rev: 08	120

Schedule 7	3459520	W92320301038 Drg: 12030118403 Rev: 05 Guide Vane Lever (rough Machined) Spec: Aa19521 Rev: 08	80
Schedule 8	4922480	W92320301046 Drg: 02030121508 Rev: 00 Bush Housing(rough Machined) Spec: Aa19511 Rev: 09	80
Schedule 9	2318080	W92320301054 Drg: 22030118407rev: 00 Casting For Fork As Per Drg No. 22030118407 Spec: Aa19521rev: 08	160

**W92320301062 DRG: 32030120216REV: 00 CASTING FOR BOSS AS PER DRG NO. 32030120216 SPEC: AA19521REV: 08 ( 60 pieces )**

**(Minimum 50% Local content required for MII compliance)**

Brand Type	Unbranded
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**Technical Specifications**

Buyer Specification Document	<a href="#">Download</a>
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**Additional Specification Documents**

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DrawingDocument3	<a href="#">View</a>

**Consignees/Reporting Officer and Quantity**

S.No.	Consignee/Reporting Officer	Address	Delivery Schedule (In number of days from contract start days)		
			Quantity	Delivery to start after	Delivery to be completed by
1	Kaushik Roy	249403,Shipping Section, Central Plant Stores, HEEP, BHEL, Haridwar-249403 Uttarakhand	60	90	120

**W92320301011 DRG: 32030118416REV: 01 CASTING FOR BOSS AS PER DRG NO. 32030118416 SPEC: AA19521REV: 08 ( 80 pieces )**

**(Minimum 50% Local content required for MII compliance)**

Brand Type	Unbranded
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**Consignees/Reporting Officer and Quantity**

S.No.	Consignee/Reporting Officer	Address	Delivery Schedule (In number of days from contract start days)		
			Quantity	Delivery to start after	Delivery to be completed by
1	Kaushik Roy	249403,Shipping Section, Central Plant Stores, HEEP, BHEL, Haridwar-249403 Uttarakhand	80	90	120

**W92320301020 DRG: 32030121515REV: 00 CASTING FOR BOSS AS PER DRG. NO. 32030121515 SPEC: AA19521REV: 08 ( 140 pieces )**

**(Minimum 50% Local content required for MII compliance)**

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**Consignees/Reporting Officer and Quantity**

S.No.	Consignee/Reporting Officer	Address	Delivery Schedule (In number of days from contract start days)		
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S.No.	Consignee/Reporting Officer	Address	Delivery Schedule (In number of days from contract start days)		
1	Kaushik Roy	249403,Shipping Section, Central Plant Stores, HEEP, BHEL, Haridwar-249403 Uttarakhand	Quantity	Delivery to start after	Delivery to be completed by
			140	90	120

**W92320301070 GUIDE VANE LEVER (ROUGH MACHINED) DRG: 12030120203 REV: 03  
SPEC: AA19521 REV: 08 ( 60 pieces )**

**(Minimum 50% Local content required for MII compliance)**

Brand Type	Unbranded
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#### Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Delivery Schedule (In number of days from contract start days)		
1	Kaushik Roy	249403,Shipping Section, Central Plant Stores, HEEP, BHEL, Haridwar-249403 Uttarakhand	Quantity	Delivery to start after	Delivery to be completed by
			60	90	120

**W92320301089 BUSH HOUSING(ROUGH MACHINED) DRG: 02030121303 REV: 00 SPEC:  
AA19511 REV: 09 ( 60 pieces )**

**(Minimum 50% Local content required for MII compliance)**

Brand Type	Unbranded
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**Consignees/Reporting Officer and Quantity**

S.No.	Consignee/Reporting Officer	Address	Delivery Schedule (In number of days from contract start days)		
			Quantity	Delivery to start after	Delivery to be completed by
1	Kaushik Roy	249403,Shipping Section, Central Plant Stores, HEEP, BHEL, Haridwar-249403 Uttarakhand	60	90	120

**W92320301097 DRG: 22030120207REV: 00 CASTING FOR FORK AS PER DRG NO. 22030120207 SPEC: AA19521 REV: 08 ( 120 pieces )**

**(Minimum 50% Local content required for MII compliance)**

Brand Type	Unbranded
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**Consignees/Reporting Officer and Quantity**

S.No.	Consignee/Reporting Officer	Address	Delivery Schedule (In number of days from contract start days)		
1	Kaushik Roy	249403,Shipping Section, Central Plant Stores, HEEP, BHEL, Haridwar-249403 Uttarakhand	Quantity	Delivery to start after	Delivery to be completed by
			120	90	120

**W92320301038 DRG: 12030118403 REV: 05 GUIDE VANE LEVER (ROUGH MACHINED)  
SPEC: AA19521 REV: 08 ( 80 pieces )**

**(Minimum 50% Local content required for MII compliance)**

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**Consignees/Reporting Officer and Quantity**

S.No.	Consignee/Reporting Officer	Address	Delivery Schedule (In number of days from contract start days)		
1	Kaushik Roy	249403,Shipping Section, Central Plant Stores, HEEP, BHEL, Haridwar-249403 Uttarakhand	Quantity	Delivery to start after	Delivery to be completed by
			80	90	120

**W92320301046 DRG: 02030121508 REV: 00 BUSH HOUSING(ROUGH MACHINED) SPEC:  
AA19511 REV: 09 ( 80 pieces )**

**(Minimum 50% Local content required for MII compliance)**

Brand Type	Unbranded
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**Technical Specifications**

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#### Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Delivery Schedule (In number of days from contract start days)		
			Quantity	Delivery to start after	Delivery to be completed by
1	Kaushik Roy	249403,Shipping Section, Central Plant Stores, HEEP, BHEL, Haridwar-249403 Uttarakhand	80	90	120

**W92320301054 DRG: 22030118407REV: 00 CASTING FOR FORK AS PER DRG NO. 22030118407 SPEC: AA19521REV: 08 ( 160 pieces )**

**(Minimum 50% Local content required for MII compliance)**

Brand Type	Unbranded
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#### Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Delivery Schedule (In number of days from contract start days)		
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S.No.	Consignee/Reporting Officer	Address	Delivery Schedule (In number of days from contract start days)		
			Quantity	Delivery to start after	Delivery to be completed by
1	Kaushik Roy	249403, Shipping Section, Central Plant Stores, HEEP, BHEL, Haridwar-249403 Uttarakhand	160	90	120

## Buyer Added Bid Specific Terms and Conditions

### 1. Inspection

**Nominated Inspection Agency:** On behalf of the Buyer organization, any one of the following Inspection Agency would 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): Yes

Post Receipt Inspection at consignee site before acceptance of stores: Yes

### 2. Forms of EMD and PBG

Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name BHEL HEEP HARIDWAR Account No. 10667995458 IFSC Code SBIN0000586 Bank Name STATE BANK OF INDIA Branch address SECTOR-5, RANIPUR BRANCH, HARIDWAR.

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.

### 3. Generic

**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.

### 4. Certificates

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.

### 5. Generic

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. Generic

Buyer Organization specific Integrity Pact shall have to be complied by all bidders. Bidders shall have to upload scanned copy of signed integrity pact as per Buyer organizations policy along with bid. [Click here to view the file](#)

### 7. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

## **SPECIAL INSTRUCTIONS OF THE ENQUIRY: -**

- a) All bidders to provide point wise reply/confirmation along with relevant supporting documents to each and every point of Pre-Qualification Requirement/PQR {**Annexure-PQR**} for all enquiry items. Non-compliance of these may lead to rejection of offer as these are essential condition for participating in tender enquiry. Price bids shall be opened for only those bidders who qualifies PQR and whose techno-commercial bid is acceptable to BHEL (both engineering & quality).
- b) ITEM DETAILS- As per **Annexure- (ITEM DETAILS)**.
- c) Vendor to submit duly signed & sealed Integrity Pact in BHEL format along with offer (**ANNEXURE-INTEGRITY PACT**).

IEM's details are following.

a. Shri Arun Chandra Verma, IPS (Retd.)

Email: [acverma1@gmail.com](mailto:acverma1@gmail.com)

b. Shri Virendra Bahadur Singh, IPS (Retd.)

Email: [ybsinghips@gmail.com](mailto:ybsinghips@gmail.com)

Clause on IP in the tender

- i. IP is a tool to ensure that activities and transactions between the company and its Bidder/Contractors are handled in a fair, transparent and corruption free manner. The above said Independent External Monitors (IEMs) on the present panel have been appointed by BHEL with the approval of CVC to oversee implementation of IP in BHEL.
- ii. The IP as enclosed with the tender is to be submitted (duly signed by a authorized signatory) along with techno-commercial bid. Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this pact would be preliminary qualification.
- iii. Please refer section -8 of IP for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to any of the above IEM(s). All correspondence with IEMs shall be done through email only.

Contact Details of Purchase officer of BHEL are following.

a) Mohit Kumar, Dy Manager (PPX-T), PH. No.-01334284142

E-mail- [mohit.kumar@bhel.in](mailto:mohit.kumar@bhel.in)

b) Sachin Mittal, DGM (PPX-T), PH. No.-01334285587

- d) VENDOR TO ACCEPT AND ENDORSE BHEL QP (QA/CF/QP/309/AA19521/AA19511 REV 00) (refer **Annexure-Quality Plan**).
- e) Inspection by BHEL nominated inspection agency “BVIL” as per BHEL approved Quality Plan.
- f) Vendor to quote best possible delivery in their offer. Delivery is not sacrosanct.
- g) All interested vendors must submit the endorsed NDA (**Annexure-NDA**) well in time to BHEL for getting drawings and specifications. The dully filled NDA shall be submitted to following email ids: [jainv@bhel.in](mailto:jainv@bhel.in) ; [mohit.kumar@bhel.in](mailto:mohit.kumar@bhel.in) ; [rskumar@bhel.in](mailto:rskumar@bhel.in).
- h) Test certificate and Guarantee certificate to be provided by vendor at the time of supply of material.
- i) Vendors must also remit the requisite **EMD (Earnest Money Deposit)** as mentioned in the bid documents. If EMD is not submitted by any vendor, then their offer shall not be considered.

BHEL HEEP Haridwar registered Indian vendor with following vendor codes w.r.t. material codes shall be exempted from submitting EMD: -

<b>MATERIAL CODE</b>	<b>BHEL HEEP Haridwar registered Indian vendors</b>
W9232030106 2	M06068, M12035, M11099, M11125, M18081, M08303, M41137, M18104, M04135 & M22745
W9232030101 1	M06068, M12035, M11099, M11125, M18081, M08303, M41137, M18104, M04135 & M22745
W9232030102 0	M06068, M12035, M11099, M11125, M18081, M08303, M41137, M18104, M04135 & M22745
W9232030107 0	M06068, M12035, M11099, M11125, M18081, M08303, M41137, M18104, M04135 & M22745
W9232030108 9	M04137, M41410, M03587, M06068, M12035, M11099, M11125, M18081, M08303, M41137, M18104, M04135 & M22745
W9232030109 7	M06068, M12035, M11099, M11125, M18081, M08303, M41137, M18104, M04135 & M22745
W9232030103 8	M06068, M12035, M11099, M11125, M18081, M08303, M41137, M18104, M04135 & M22745

W9232030104 6	M04137, M41410, M03587, M06068, M12035, M11099, M11125, M18081, M08303, M41137, M18104, M04135 & M22745
W9232030105 4	M06068, M12035, M11099, M11125, M18081, M08303, M41137, M18104, M04135 & M22745

Above mentioned Indian vendors have to upload scanned copy of relevant registration document in place of EMD document while bidding.

j) Payment terms shall be as per followings:

**For Non MSEs bidder:**

Payments shall be made to the seller within **75** 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).

**For MSEs bidder:**

For MSEs (covered under MSME Act): 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).

Benefits of MSE (such as EMD Waiver, Tender fee exemption, Price preference, Payment preference etc.) will be given only to those MSE Vendors who are manufacturers of offered items against the NIT. No MSE benefits shall be provided to Agents / Stockists / Dealers / Traders etc. for the items offered but not manufactured by themselves.”

k) Rest terms and conditions shall be as per GeM (Latest Version- applicable at the time of issuance of enquiry).

**8. Warranty**

Warranty period of the supplied products shall be 2 years 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.

**9. Generic**

Data Sheet of the product(s) offered in the bid, are to be uploaded along with the bid documents. Buyers can match and verify the Data Sheet with the product specifications offered. In case of any unexplained mismatch of technical parameters, the bid is liable for rejection.

**10. Generic**

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.

#### 11. **Purchase Preference (Centre)**

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 25% of total value.

#### 12. **Inspection**

**Pre-dispatch inspection at Seller premises (Fee/Charges to be borne by the BUYER):** Before dispatch, 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 sellers 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 the advance sample, the seller shall inform the buyer promptly through emails about the date of submission of sample to the buyer nominated Inspection agency.

#### 13. **Scope of Supply**

Scope of supply (Bid price to include all cost components) : Only supply of Goods

#### 14. **Certificates**

The bidder is required to upload, along with the bid, all relevant certificates such as BIS licence, type test certificate, approval certificates and other certificates as prescribed in the Product Specification given in the bid document.

#### 15. **Generic**

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.

#### 16. **Generic**

**Upload Manufacturer authorization:** Wherever Authorised Distributors are submitting the bid, Manufacturers Authorisation Form (MAF)/Certificate with OEM details such as name, designation, address,

e-mail Id and Phone No. required to be furnished along with the bid.

#### 17. **Generic**

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.

#### 18. **Generic**

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 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. 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 Bid is also governed by the General Terms and Conditions](#)

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

**---Thank You---**