



Bid Number/बोली क्रमांक (बिड संख्या):
GEM/2023/B/3364506
Dated/दिनांक : 18-04-2023

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	28-04-2023 18:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	28-04-2023 18:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	90 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Heavy Industries And Public Enterprises
Department Name/विभाग का नाम	Department Of Heavy Industry
Organisation Name/संगठन का नाम	Bharat Heavy Electricals Limited (bhel)
Office Name/कार्यालय का नाम	Boiler Auxiliaries Plant Ranipet
Total Quantity/कुल मात्रा	10
Item Category/मद केटेगरी	AIR TRAPS NB 25 SCREWED END AS PER SPECIFICATION
BOQ Title/बीओक्यू शीर्षक	Air Trap NPGCL
MSE Exemption for Turnover/टर्नओवर के लिए एमएसई को छूट प्राप्त है	Yes
Startup Exemption for Turnover/ टर्नओवर के लिए स्टार्टअप को छूट प्राप्त है	Yes
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC),Compliance of BoQ specification and supporting document *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	Yes
RA Qualification Rule	H1-Highest Priced Bid Elimination
Type of Bid/बिड का प्रकार	Two Packet Bid
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days

Bid Details/बिड विवरण

Payment Timelines	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)
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation

EMD Detail/ईएमडी विवरण

Required/आवश्यकता	No
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ePBG Detail/ईपीबीजी विवरण

Required/आवश्यकता	No
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Splitting/विभाजन

Bid splitting not applied/बोली विभाजन लागू नहीं किया गया.

MII Purchase Preference/एमआईआई खरीद वरीयता

MII Purchase Preference/एमआईआई खरीद वरीयता	Yes
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MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
2. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to their meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
3. 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.

4. 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.

5. 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.

6. 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

AIR TRAPS NB 25 SCREWED END AS PER SPECIFICATION

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

Brand Type/ब्रांड का प्रकार	Unbranded
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Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	View File
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्र

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्र	Delivery Days/डिलीवरी के दिन
1	Venugopal Thirugnanasambandam	632406,INDIRA GANDHI INDUSTRIAL COMPLEX BOILER AUXILIARIES PLANT RANIPET	10	150

Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें**1. 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.

2. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

RFQ towards BHEL Ranipet Enq for.: Supply of Air Trap

Sub: Requirement for "Design, Manufacture, Pre-dispatch inspection (AIA-TPI), Packing, Forwarding, dispatch, transportation, Supply" of AIR TRAPS NB 25 SCREWED END AS PER SPECIFICATION FGD: AIR TRAP:R00 for BHEL Ranipet as tabulated below by BHEL-Ranipet.

Scope of supply: As subjected above in confirmation with Quality plan, drawing and tech Spec. The package items consist as below

SI	Material code	DESCRIPTION: Tech spec FWQS:019 R02, Material: C276 (UNS N10276)	Qty Nos	Quoted/ Not
1	RFW21884 0001	AIR TRAPS NB 25 SCREWED END AS PER SPECIFICATION FGD: AIR TRAP:R00	10	

**** Overall package basis evaluation**

Destination: Stores In-charge, ward N1, sub-delivery stores, Through East gate, BAP, BHEL Ranipet 632406 as described in above for all package

Delivery required date: BHEL requirement by 31-07-2023 or within 5 months from the date of manufacturing clearance. Bidder to quote the best possible delivery from the date of manufacturing clearance. Abnormal quoted delivery, liable for rejection of offer.

Technical Pre-Qualification requirement (PQR): As per Tech PQR attached

Technical requirement

- (a).** Manufacturing: Document Submission-Drawing, Data sheet and quality plan shall be submitted upon ordering for approval by BHEL. Manufacturing clearance will be provided upon approval of drawing with data sheet and QAP. Manufacturing shall be as per attached technical specification in the bid, Approved drawing, Quality plan and Data sheet. Inspection: as per CI (b) below stated. Dispatch Clearance: Upon submission of inspection reports along with test certificates in original and Packing list dispatch clearance will be provided by BHEL.
- (b).** Inspection: Inspection (call to be raised by supplier at BHEL CQIR portal) before despatch at supplier's works (as per Quality terms and Quality plan) by BHEL/authorised inspection agency (TPI -Third Party Inspection) and [customer/NTPC \(joint inspection, if applicable\)](#), for indigenous supplies at BHEL cost. [Inspection includes for painting and packing](#) also, as applicable. All the Test and inspection reports shall be sent to BHEL-Ranipet for review and dispatch clearance. Packing list and weightment details shall be sent for release of GMS by Engineering-BAP. Base on release of GMS, CoC No shall be issued by QC-BHEL. On receipt of CoC, and packing list, request letter from commercial-BAP to be submitted to QC-BHEL for issue of MDCC. Actual dispatch shall be after issue of explicit MDCC for the material.
- (c).** Packing requirement: Packing shall be waterproof as per tender technical specification, and the material code with description & Supplier name shall be marked on the packing. Every package may further split-up in various lots in 5 to 6 nos. This shall be shared after inspection before packing. Marking on packing shall be as per requirement of BHEL, details shall be shared after inspection.
- (d).** Documents: Accepted IR copy along with relevant test certificates (in original) before despatch to be given to BHEL. This is required for Dispatch clearance.
- (e).** **Reverse Auction** shall be conducted, Overall package basis L1 shall be taken for Ordering.
- (f).** Delivery Location: Stores Incharge, ward N1, sub-delivery stores, Through East gate, BAP, BHEL Ranipet 632406 as described in above for all package

List of documents to be attached (filled in signed stamped copy):

1. NIT/ GeM bid copy
2. Tender Tech spec (BHEL), Relevant annexures (Data sheet, Paint Scheme, manufacturing process, etc) and drawings shall also be submitted
3. Filled in QAP (Sample attached) along with CQR and annex Q.
4. Filled-in Make in India declaration on Letter head (format attached)
5. Udyam portal registration copy if MSE bidder
6. PQR-Technical documents

Buyer Additional terms:

1. Quote shall be in INR only inclusive of Taxes (GST). Detailed breakup shall be provided after RA/negotiation for the release of order.
2. MSE firm shall upload the UDYAM portal registration certificate
3. Documentary evidences shall be uploaded for PQR
4. Bidder shall submit the filled-in signed stamped copy of documents as listed above

5. Non Submission of any of required documents as listed above, attracts for offer rejection.
6. Overall Package basis evaluation methodology shall be adopted
7. Payment: For supply, 100% payment through NEFT within 90 days (45 days for MSE and 60 days for Medium category for MSME quote and UDYAM registration certificate submission) after receipt and acceptance of material based on delivery acknowledgement slip and guarantee certificate for 18 months.

Buyer General Terms

1. Custom Bid: This bid is a custom bid i.e., the tender is for items involving our customized requirements / specifications / terms and conditions. While creating a custom catalogue for bidding to this tender all the pages in bid documents have to be filled, signed as applicable and attached as per specification documents for your custom catalogue, to enable faster comparison of technical specifications and quality requirements during evaluation stages.
2. **Explicit Acceptance/Confirmation:** Bidder should read all the documents carefully, fill and give explicit acceptance/confirmation for all the requirements in the documents wherever applicable. Bidder has to sign and stamp all the documents shared in this tender as a token of acceptance and upload with the offer against tenders.
3. **Vendor Code:** A bidder who is not having a permanent vendor code with BHEL Ranipet can register for permanent supplier code for the category of items in the tender. Such a bidder can register through <https://supplier.bhel.in>. This is optional and at own discretion of vendor and is a parallel activity and does not impact the evaluation of your offer. Order finalization will be based on BHEL PMD approval/ temporary vendor code allocation of bidder only.
4. **RFQ towards BHEL Ranipet Enq:** As subjected above
5. **Subject: As above**
6. **Scope of Supply and Bidding:** As subjected above in confirmation with Quality plan, drawing and tech Spec. The various items consist as above tabulated.

Bidders can quote for any one set or both the sets as per their product scope .Evaluation will be done on package basis /set wise on landed cost to BHEL.

7. **Tender Evaluation Stages:** (i) Technical PQR (pre-qualification requirements) as per attached technical PQR in tender bid document. (ii) Evaluation on technical terms. (iii) Evaluation on quality terms. (iv) Evaluation on commercial terms. **Not qualifying in any of the above stages may lead to rejection of quoted bid.** v The total time taken for evaluation/finalization of the tender depends on our project sites requirement BHEL reserves right to claim clarifications/documents until the completion of total evaluation of this tender.
8. **Destination/Delivery Location: As given above**
9. **Delivery Period:** As mentioned in this GeM bid and will commence from the date of explicit bulk manufacturing clearance given by BHEL and not from date of approval of all applicable documents and sample submitted by vendor during execution of the PO. Bidder should consider the time requirement for all the activities like manufacturing, Inspection call raising, inspection (within 7 days from the date of inspection call raised), packing, forwarding, transport arrangement and finally dispatching the material to consignee address within the agreed tender delivery period. The delivery date will be reckoned as stores acknowledgement date mentioned on the LR copy for Stores at BHEL, Ranipet and site acknowledgement date mentioned on the LR copy for BHEL project Sites. So successful bidder has to complete the supply of material at consignee address on or before PO delivery date. **Delay in delivery will be subjected to Liquidated Damages(LD) as per BHEL PO clause.**
10. **MSE and MII status:** The bidders' Micro, Small & Medium status and MII status will be decided based on The MSE/MIJ credentials submitted during profile updating/ offer submission stage against

t this bid. If the seller failed to claim for MSE/MII provisions at profile updating/ bid submission stage, the said bidder will become ineligible for getting the MSE/ MII benefits for this bid automatically.

- 11. Verification of MSE and MII status:** MSE and MII status of bidder will be verified as eligible for MSE and MII Purchase Preference/Reservation, only based on the applicable documents submitted in the appropriate sections of your offer in the GeM portal bid.
- 12. List of documents to be attached (filled in signed stamped copy): As listed above**
- 13. Buyer Additional terms: As listed above**
- 14. Bid price:** The Bidder has to quote the landed Price in INR only inclusive of Packing & Forwarding charges, all the routine & type tests as per tender scope, taxes, duties, freight and insurance as specified in tender . No deviation shall be entertained in this regard. Bidder to note that the GeM portal does not provide the bidder a window to submit the revised price bid during the evaluation of his offer.
- 15. Reverse Auction: RA** shall be conducted/not conducted as per the bid either on package basis / set basis/Item Basis, L1 shall be taken for ordering
- 16. Post PO Documents Submission and Approvals:** Successful bidder has to submit all drawings/documents within 15 days from the date of the purchase order and resubmit the drawings/documents within 10 days incorporating all the comments. In case there are delays of submission of drawings/documents beyond these specified days, those many days of delay by the bidder will be reduced from delivery period mentioned in this GeM bid. (This clause is applicable only if drawings/documents approval is involved).
- 17. Effect of Delayed Submission of Documents:** Any delay in submission of drawing, data sheet QP or any other document for BHEL approval beyond stipulated time will reduce the ultimate delivery time
- 18. Sample Submission and Approval (As applicable):** Successful bidder has to submit 02 no's sample pieces of spiral full cone spray nozzle free of cost on non-returnable basis, the spray nozzle sample material and dimension shall be as per technical Specification No: FWQS:002 REV NO:01 of tender document and shall be provided to BHEL for review and approval, after PO placement and drawing approval.
- 19. Approvals Required before Bulk Manufacturing:** (1) Drawing approval from BHEL. (2) Sample approved from BHEL. (3) Quality Plan approval from BHEL QC and thereafter **explicit manufacturing clearance given from BHEL.**
- 20. Pre-Dispatch Inspection: As above.** Travel and other local stay cost for the inspectors sent by BHEL will be to BHEL account, but other inspection charges, if any shall be to the account of the sellers only. For in-house testing, the sellers will provide necessary facilities at free of cost. While bidding, the sellers should take into account 7 days for inspection from the date of inspection call raising on BHEL CQIR portal (<https://cqir.bhel.in/>) for inspection. **Any delay in inspection beyond 7 days shall be on the part of the buyer. After completion of inspection all the documents related to testing and inspection should submit to BHEL-Ranipet for review, and dispatch clearance.**
- 21. Packing Requirement:** Packing shall be as per packing process/requirement as mentioned in the technical specification of respective materials. The photos of sample packing with packing list, weight details shall be shared after inspection and before final packing for BHEL acceptance/approval.
- 22. Documents Submission for Despatch Clearance: All finished products/materials should be dispatched to consignee only after the receipt of explicit dispatch clearance from BHEL.** Dispatch clearance will be issued only after submission of valid/accepted final inspection report and other relevant technical documents and certificates by successful bidder for BHEL acceptance/approvals. Bidder has to keep the materials safe until the date of dispatch clearance. In the ev

ent of force majeure or our organizational requirements, Dispatch clearance may take longer duration than anticipated/ specified in the tender/purchase order. Any delay in despatch clearance shall be on the part of the buyer.

23. **Warranty Certificate:** Unless stated otherwise, Warranty Certificate shall be 12(Twelve) months from the date of commissioning / putting into use (or) 18 (Eighteen) months from the dispatch whichever is earlier.

24. **Post-Despatch Inspection and Acceptance:** 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.

25. **Document Submission for Billing:** Successful bidder upon receipt of purchase order and completing the supply should submit the below hard copy documents to **BHEL for payment processing. For Despatches to BHEL Stores** - 3 Sets of all these documents: Original GST compliant invoice - 3 copies (original, duplicate and triplicate), packing List, original LR copy, original CQIR and all the original inspection and testing documents and certificates (i.e. TC, GC, MTC, MCC, CC etc.). Your invoice should contain the material code for each item billed as mentioned in the PO.

26. **Payment Terms:** (This will overwrite the Payment Timelines mentioned in the Bid Details section of this tender):

Type of Bidder	Payment Terms (Number of Days).
Micro & small Enterprises (MSEs)	45
Medium Enterprises	60
Non MSME	90

The payment timeline starts from date of receipt and acceptance of material at BHEL stores (for material

despatched to BHEL stores) or date of site acknowledgement of receipt of materials (for material

despatched to BHEL project sites).

27. **Bid Cancellation:** BHEL Ranipet reserves the right to cancel/withdraw this GeM bid for the subject package/items without assigning any reason whatsoever and in such case no bidder/intending bidder should have any claim/right arising out of such action.

28. **Ambiguity:** If there is an ambiguity in the tender, the information in this ATC shall prevail.

29. **Inclusivity:** The above guidelines/information are not exhaustive/inclusive and represent only the gist; refer to the complete information in respective documents, GeM GTC and BHEL PO terms also to be considered

30. **Corrigendum:** The information/requirements in tender are as per current requirements as on date of publishing the tender and may undergo change during process of evaluating the offers received against the tender. By submitting your offer for this bid, you consent to agree for above additional terms and conditions.

31. **Jurisdiction:** The jurisdiction of Ranipet, Tamil-Nadu shall be applicable for any litigation /arbitration regarding this tender.

32. **As per BHEL circular over conflict of interest** among bidders/agent: A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anticompetitive practices to the detriment of Procuring Entity's interests. The bidder found to have a conflict of interest shall

be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if: (a) They have controlling partner (s) in common; or b) they receive or have received any direct or indirect subsidy/ financial stake from any of them; or (c) they have the same legal representative/agent for purposes of this bid; or (d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder, or (e) Bidder participates in more than one bid in this bidding process. Participation by a bidder in more than one bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly / assemblies from. one bidding manufacturer in more than one bid; or (f) In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorise only one agent/dealer. There can be only one bid from the following: 2. The principal manufacturer directly or through one Indian agent on his behalf; and 2. Indian/foreign agent on behalf of only one principal, or (g) A bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid, or (h) In case of a holding company having more than one independent manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same / similar line of business.

For any query: Kindly provide the "Air Trap-NPGCL" in the subject of mail.

mail: ckbharti@bhel.in; jecashish@bhel.in

Ph: 9488 58 9287 / 7020 75 2675

You may raise the query/representation through GeM also.

3. **Generic**

After award of contract - Successful Bidder shall have to get Detailed Design Drawings approved from buyer before starting fabrication. Successful Bidder shall submit Detailed Design Drawings for Buyer's approval, within 10 days of award of contract. Buyer shall, either approve the drawings or will provide complete list of modification required in the drawings within 15 days. Seller shall be required to ensure supply as per approved Drawings with modifications as communicated by Buyer. If there is delay from buyer side in approval of drawing- the delivery period shall be refixed without LD for the period of delay in approval of Drawing.

4. **Generic**

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.

5. **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.

6. **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.

7. **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.

8. **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):

AIA TPI BHEL

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

9. **Scope of Supply**

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

10. **Certificates**

Material Test Certificate Should Be Sent Along with The Supply. The Material Will Be Checked by Buyer's Lab & the Results of the Lab will be the Sole Criteria for Acceptance of the Item.

11. **Warranty**

Warranty period of the supplied products shall be as given in specifications 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.

12. **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 100% of total value.

13. Purchase Preference (Centre)

Purchase Preference linked with Local Content (PP-LC) Policy:

The bid clause regarding "Preference to Make In India products" stands modified in this bid and shall be governed by the PPLC Policy No. FP-20013/2/2017-FP-PNG dated 17.11.2020 issued by MoP&NG as amended up to date. Accordingly, bidders with Local Content less than or equal to 20% will be treated as "Non Local Supplier". The prescribed LC shall be applicable on the date of Bid opening. Sanctions on the bidders for false / wrong declaration or not fulfilling the Local Content requirement shall be as per the PPLC policy. Further following additional provisions are added in the certification and verification of local content provision of the Preference to Make in India clause:

- i. In case of foreign bidder, certificate from the statutory auditor or cost auditor of their own office or subsidiary in India giving the percentage of local content is also acceptable. In case office or subsidiary in India does not exist or Indian office/subsidiary is not required to appoint statutory auditor or cost auditor, certificate from practicing cost accountant or practicing chartered accountant giving the percentage of local content is also acceptable.
- ii. Along with Each Invoice: The local content certificate (issued by statutory auditor on behalf of procuring company) shall be submitted along with each invoice raised. However, the % of local content may vary with each invoice while maintaining the overall % of local content for the total work/purchase of the pro-rata local content requirement. In case, it is not satisfied cumulatively in the invoices raised up to that stage, the supplier shall indicate how the local content requirement would be met in the subsequent stages.
- iii. The bidder shall submit an undertaking from the authorized signatory of bidder having the Power of Attorney along with the bid stating the bidder meets the mandatory minimum LC requirement and such undertaking shall become a part of the contract.

14. Purchase Preference (Centre)

Purchase Preference linked with Local Content (PP-LC) Policy:

The bid clause regarding "Preference to Make In India products" stands modified in this bid and shall be governed by the PPLC Policy No. FP-20013/2/2017-FP-PNG dated 17.11.2020 issued by MoP&NG as amended up to date. Accordingly, bidders with Local Content less than or equal to 20% will be treated as "Non Local Supplier". The prescribed LC shall be applicable on the date of Bid opening. Sanctions on the bidders for false / wrong declaration or not fulfilling the Local Content requirement shall be as per the PPLC policy. Further following additional provisions are added in the certification and verification of local content provision of the Preference to Make in India clause:

- i. In case of foreign bidder, certificate from the statutory auditor or cost auditor of their own office or subsidiary in India giving the percentage of local content is also acceptable. In case office or subsidiary in India does not exist or Indian office/subsidiary is not required to appoint statutory auditor or cost auditor, certificate from practicing cost accountant or practicing chartered accountant giving the percentage of local content is also acceptable.
- ii. Along with Each Invoice: The local content certificate (issued by statutory auditor on behalf of procuring company) shall be submitted along with each invoice raised. However, the % of local content may vary with each invoice while maintaining the overall % of local content for the total work/purchase of the pro-rata local content requirement. In case, it is not satisfied cumulatively in the invoices raised up to that stage, the supplier shall indicate how the local content requirement would be met in the subsequent stages.
- iii. The bidder shall submit an undertaking from the authorized signatory of bidder having the Power of Attorney along with the bid stating the bidder meets the mandatory minimum LC requirement and such undertaking shall become a part of the contract.

Disclaimer/अस्वीकरण

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 Bid is also governed by the General Terms and Conditions/ यह बिड सामान्य शर्तों के अंतर्गत भी शासित है](#)

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./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।

---Thank You/धन्यवाद---