

Bid Document

Bid Details	
Bid End Date/Time	31-05-2022 14:00:00
Bid Opening Date/Time	31-05-2022 14:30:00
Bid Offer Validity (From End Date)	65 (Days)
Ministry/State Name	Ministry Of Heavy Industries And Public Enterprises
Department Name	Department Of Heavy Industry
Organisation Name	Bharat Heavy Electricals Limited (bhel)
Office Name	10110009-heap, Haridwar
Total Quantity	1256
Item Category	HW9732305010 DRG: 32305001 REV: 03 BLADE 24TH STAGE PROFILE-1178, SPEC: 0500.706 REV: 02 (Q3) , HW9732305020 DRG: 32305002 REV: 03 BLADE 25TH STAGE PROFILE-1181, SPEC: 0500.706 REV: 02 (Q3) , HW9732305037 DRG: 32305003 REV: 04 BLADE 26TH STAGE PROFILE-1264, SPEC: 0500.706 REV: 02 (Q3) , HW9732305045 DRG: 32305004 REV: 06 BLADE 27TH STAGE PROFILE-1183, SPEC: 0500.706 REV: 02 (Q3) , HW9732305053 DRG: 32305005 REV: 03 BLADE 28TH STAGE PROFILE-1178, SPEC: 0500.706 REV: 02 (Q3) , HW9732305061 DRG: 32305006 REV: 03 BLADE 29 STAGE, 210MW, USSR PROFILE NO. 1181 SPEC: 0500.706 REV: 02 (Q3) , HW9732305070 DRG: 32305007 REV: 04 BLADE FOR 30TH STAGE PROFILE NO. 1264 SPEC: 0500.706 REV: 02 (Q3) , HW9732305088 DRG: 32305008 REV: 05 BLADE 31ST STAGE PROFILE-1183, SPEC: 0500.706 REV: 02 (Q3)
MSE Exemption for Years of Experience and Turnover	No
Startup Exemption for Years of Experience and Turnover	No
Bid to RA enabled	Yes
RA Qualification Rule	H1-Highest Priced Bid Elimination
ITC available to buyer	Yes
Primary product category	HW9732305010 DRG: 32305001 REV: 03 BLADE 24TH STAGE PROFILE-1178, SPEC: 0500.706 REV: 02
Time allowed for Technical Clarifications during technical evaluation	3 Days
Estimated Bid Value	50971372
Payment Timelines	Payments shall be made to the Seller within 90 days of issue 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	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:

BHARAT HEAVY ELECTRICALS LIMITED
10110009-HEEP, Haridwar, Department of Heavy Industry, Bharat Heavy Electricals Limited (BHEL), Ministry of Heavy Industries and Public Enterprises
(Bhel)

Splitting

Bid splitting not applied.

MSE Purchase Preference

MSE Purchase Preference	No
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Details of the Competent Authority for MSE

Name of Competent Authority	BHARAT HEAVY ELECTRICAL LIMITED
Designation of Competent Authority	GM
Office / Department / Division of Competent Authority	HEEP, HARIDWAR
CA Approval Number	
Competent Authority Approval Date	06-05-2022
Brief Description of the Approval Granted by Competent Authority	AS PER REMARK RECEIVED FROM INDENTER THAT SPLITTING OF QUANTITY IS NOT APPLICABLE.

Competent Authority Approval for not opting Micro and Small Enterprises Preference : [View Document](#)

MII Purchase Preference

MII 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. 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 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 will be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

3. 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:

Evaluation Schedules	Estimated Value	Item/Category	Quantity
Schedule 1	1661940	Hw9732305010 Drg: 32305001 Rev: 03 Blade 24th Stage Profile-1178, Spec: 0500.706 Rev: 02	126
Schedule 2	2684000	Hw9732305029 Drg: 32305002 Rev: 03 Blade 25th Stage Profile-1181, Spec: 0500.706 Rev: 02	122
Schedule 3	10532700	Hw9732305037 Drg: 32305003 Rev: 04 Blade 26th Stage Profile-1264, Spec: 0500.706 Rev: 02	188
Schedule 4	10510656	Hw9732305045 Drg: 32305004 Rev: 06 Blade 27th Stage Profile-1183, Spec: 0500.706 Rev: 02	192
Schedule 5	1661940	Hw9732305053 Drg: 32305005 Rev: 03 Blade 28th Stage Profile-1178, Spec: 0500.706 Rev: 02	126
Schedule 6	3149796	Hw9732305061 Drg: 32305006 Rev: 03 Blade 29 Stage, 210mw, Ussr Profile No. 1181 Spec: 0500.706 Rev: 02	122
Schedule 7	9711140	Hw9732305070 Drg: 32305007 Rev: 04 Blade For 30th Stage Profile No. 1264 Spec: 0500.706 Rev: 02	188

Schedule 8	11059200	Hw9732305088 Drg: 32305008 Rev: 05 Blade 31st Stage Profile-1183, Spec: 0500.706 Rev: 02	192
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HW9732305010 DRG: 32305001 REV: 03 BLADE 24TH STAGE PROFILE-1178, SPEC: 0500.706 REV: 02 (126 pieces)

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

Brand Type	Unbranded
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Technical Specifications

Buyer Specification Document	Download
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Input Tax Credit(ITC) and Reverse Charge(RCM) Details

ITC on GST	ITC on GST Cess	RCM Applicable
100%	NA	No

Additional Specification Documents

DrawingDocument1	View
DrawingDocument2	View
DrawingDocument3	View

Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Kaushik Roy	249403,Shipping Section, Central Plant Stores, HEEP, BHEL, Haridwar-249403 Uttarakhand	126	210

HW9732305029 DRG: 32305002 REV: 03 BLADE 25TH STAGE PROFILE-1181, SPEC: 0500.706 REV: 02 (122 pieces)

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

Brand Type	Unbranded
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Technical Specifications

Buyer Specification Document	Download
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Input Tax Credit(ITC) and Reverse Charge(RCM) Details

ITC on GST	ITC on GST Cess	RCM Applicable
100%	NA	No

Additional Specification Documents

DrawingDocument1	View
DrawingDocument2	View
DrawingDocument3	View

Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Kaushik Roy	249403,Shipping Section, Central Plant Stores, HEEP, BHEL, Haridwar-249403 Uttarakhand	122	210

HW9732305037 DRG: 32305003 REV: 04 BLADE 26TH STAGE PROFILE-1264, SPEC: 0500.706 REV: 02 (188 pieces)

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

Brand Type	Unbranded
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Technical Specifications

Buyer Specification Document	Download
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Input Tax Credit(ITC) and Reverse Charge(RCM) Details

ITC on GST	ITC on GST Cess	RCM Applicable
100%	NA	No

Additional Specification Documents

DrawingDocument1	View
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DrawingDocument2	View
DrawingDocument3	View

Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Kaushik Roy	249403,Shipping Section, Central Plant Stores, HEEP, BHEL, Haridwar-249403 Uttarakhand	188	210

HW9732305045 DRG: 32305004 REV: 06 BLADE 27TH STAGE PROFILE-1183, SPEC: 0500.706 REV: 02 (192 pieces)

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

Brand Type	Unbranded
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Technical Specifications

Buyer Specification Document	Download
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Input Tax Credit(ITC) and Reverse Charge(RCM) Details

ITC on GST	ITC on GST Cess	RCM Applicable
100%	NA	No

Additional Specification Documents

DrawingDocument1	View
DrawingDocument2	View
DrawingDocument3	View

Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Kaushik Roy	249403,Shipping Section, Central Plant Stores, HEEP, BHEL, Haridwar-249403 Uttarakhand	192	210

HW9732305053 DRG: 32305005 REV: 03 BLADE 28TH STAGE PROFILE-1178, SPEC: 0500.706 REV: 02 (126 pieces)

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

Brand Type	Unbranded
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Technical Specifications

Buyer Specification Document	Download
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Input Tax Credit(ITC) and Reverse Charge(RCM) Details

ITC on GST	ITC on GST Cess	RCM Applicable
100%	NA	No

Additional Specification Documents

DrawingDocument1	View
DrawingDocument2	View
DrawingDocument3	View

Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Kaushik Roy	249403,Shipping Section, Central Plant Stores, HEEP, BHEL, Haridwar-249403 Uttarakhand	126	210

HW9732305061 DRG: 32305006 REV: 03 BLADE 29 STAGE, 210MW, USSR PROFILE NO. 1181 SPEC: 0500.706 REV: 02 (122 pieces)

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

Brand Type	Unbranded
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Technical Specifications

Buyer Specification Document	Download
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Input Tax Credit(ITC) and Reverse Charge(RCM) Details

ITC on GST	ITC on GST Cess	RCM Applicable
100%	NA	No

Additional Specification Documents

DrawingDocument1	View
DrawingDocument2	View
DrawingDocument3	View

Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Kaushik Roy	249403,Shipping Section, Central Plant Stores, HEEP, BHEL, Haridwar-249403 Uttarakhand	122	210

HW9732305070 DRG: 32305007 REV: 04 BLADE FOR 30TH STAGE PROFILE NO. 1264 SPEC 0500.706 REV: 02 (188 pieces)

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

Brand Type	Unbranded
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Technical Specifications

Buyer Specification Document	Download
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Input Tax Credit(ITC) and Reverse Charge(RCM) Details

ITC on GST	ITC on GST Cess	RCM Applicable
100%	NA	No

Additional Specification Documents

DrawingDocument1	View
DrawingDocument2	View
DrawingDocument3	View

Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Kaushik Roy	249403,Shipping Section, Central Plant Stores, HEEP, BHEL, Haridwar-249403 Uttarakhand	188	210

HW9732305088 DRG: 32305008 REV: 05 BLADE 31ST STAGE PROFILE-1183, SPEC: 0500.706 REV: 02 (192 pieces)

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

Brand Type	Unbranded
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Technical Specifications

Buyer Specification Document	Download
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Input Tax Credit(ITC) and Reverse Charge(RCM) Details

ITC on GST	ITC on GST Cess	RCM Applicable
100%	NA	No

Additional Specification Documents

DrawingDocument1	View
DrawingDocument2	View
DrawingDocument3	View

Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Kaushik Roy	249403,Shipping Section, Central Plant Stores, HEEP, BHEL, Haridwar-249403 Uttarakhand	192	210

Buyer added Bid Specific Additional Scope of Work

S.No.	Document Title	Description	Applicable i.r.o. Items
1	QP View	QP	HW9732305010 DRG: 32305001 REV: 03 BLADE 24TH STAGE PROFILE-1178, SPEC: 0500.706 REV: 02(126),HW9732305029 DRG: 32305002 REV: 03 BLADE 25TH STAGE PROFILE-1181, SPEC: 0500.706 REV: 02(122),HW9732305037 DRG: 32305003 REV: 04 BLADE 26TH STAGE PROFILE-1264, SPEC: 0500.706 REV: 02(188),HW9732305045 DRG: 32305004 REV: 06 BLADE 27TH STAGE PROFILE-1183, SPEC: 0500.706 REV: 02(192),HW9732305053 DRG: 32305005 REV: 03 BLADE 28TH STAGE PROFILE-1178, SPEC: 0500.706 REV: 02(126),HW9732305061 DRG: 32305006 REV: 03 BLADE 29 STAGE, 210MW, USSR PROFILE NC 1181 SPEC: 0500.706 REV: 02(122),HW9732305070 DRG: 32305007 REV: 04 BLADE FOR 30TH STAGE PROFILE NO. 1264 SPEC: 0500.706 REV: 02(188),HW9732305088 DRG: 32305008 REV: 05 BLADE 31ST STAGE PROFILE-1183, SPEC: 0500.706 REV: 02(192)

The uploaded document only contains Buyer specific Additional Scope of Work and / or Drawings for the bid items added with due approval of Buyer's competent authority. Buyer has certified that these additional scope and drawings are generalize and would not lead to any restrictive bidding.

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 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 accept and endorse BHEL QP (QA/CF/QP/338/20220018, Rev 01) (refer **Annexure-QP**).
 - d) Inspection by BHEL nominated inspection agency "TUV" as per BHEL approved Quality Plan.
 - e) Vendor to quote best possible delivery in their offer. Delivery is not sacrosanct.
 - f) All interested vendors must submit the endorsed NDA (**Annexure-NDA**) well in time to BHEL for getting drawings and specifications. The duly filled NDA shall be submitted to following email id ravikumar.r@bhel.in ; mohit.kumar@bhel.in ; rskumar@bhel.in.
 - g) Raw material shall be procured by the vendor from BHEL approved/accepted sources in line with clause (2) of PQR
 - h) Test certificate and Guarantee certificate to be provided by vendor at the time of supply of material.
 - i) Customer inspection is envisaged as per customer approved MQP (1.04.02 rev 02), Customer clearance customer inspection stages shall be taken as per customer approved MQP (1.04.02 rev 02) at vendor work.
 - j) Test certificates shall be submitted by the vendor with clear marking of QP clause number at the top of each page. Also, test certificates shall be arranged QP clause wise.
 - k) Vendor to submit duly signed & sealed Integrity Pact in BHEL format along with offer.
 - l) Vendors must also remit the requisite **EMD (Earnest Money Deposit)** as mentioned in the bid document. 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: -

MATERIAL CODE	BHEL HEEP Haridwar registered Indian vendors
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HW9732305010	M23073 & R23124
HW9730305029	M23073 & R23124
HW9730305037	M23073
HW9730305045	M23073
HW9730305053	M23073 & R23124
HW9730305061	M23073 & R23124
HW9730305070	M23073
HW9730305088	M23073

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

m) Payment terms shall be as per followings:

For Non MSEs bidder:

100% payment along with taxes, freight & insurance will be made after receipt and acceptance of material and within 90 days from the date of invoice subject to submission of non-discrepant documents within 15 days of supply as per terms and conditions of Purchase Order.

For MSEs bidder:

For MSEs (covered under MSME Act) which are registered and periodically renewed with BHEL, the payment will be made within 45 days or as prescribed in the relevant act. 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.”

For Medium Enterprises:

100% payment along with taxes, freight & insurance will be made after receipt and acceptance of material and within 60 days from the date of invoice subject to submission of non-discrepant documents within 15 days of supply as per terms and conditions of Purchase Order.

n) 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. **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 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.

12. **Scope of Supply**

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

13. **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.

14. **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.

15. **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.

16. **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.

17. **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.

Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority Buyer Organization. Buyer organization is solely responsible for the impact of these clauses on the bidding process, 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---