





दिनांक /Dated: 22-10-2025

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details				
बिड बंद होने की तारीख/समय /Bid End Date/Time	03-11-2025 11:00:00			
बिड खुलने की तारीख/समय /Bid Opening Date/Time	03-11-2025 11:30:00			
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	90 (Days)			
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Heavy Industries And Public Enterprises			
विभाग का नाम/Department Name	Department Of Heavy Industry			
संगठन का नाम/Organisation Name	Bharat Heavy Electricals Limited (bhel)			
कार्यालय का नाम/Office Name	10170006-ivp Goindwal			
कुल मात्रा/Total Quantity	1040			
वस्तु श्रेणी /Item Category	MOTOR-RSB-WB-0.09KW (962720710000) , MOTOR-WB- 0.56KW (962720020000)			
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	Induction motor 0.56 KW			
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Induction Motor Fan Cover, Potato Peeler, Line Operated Three Phase AC Motors ISI Marked to IS 12615, Sieve Shaker, Reciprocating Air Compressors - Electric Motor Driven, Starter Motor Assembly, Dusk to Dawn Controller - Sensitive Switch, DC WINCH MOTOR			
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	Induction Motor as per IS 12615, IS 325			
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Exemption for Years of Experience and Turnover	No			
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Exemption for Years Of Experience and Turnover	Yes Complete			
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC) *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			

क्या आप निविदाकरों द्वारा अपलोड किए गए दस्तावेज़ों को निविदा में भाग नेने वाने सभी निविदाकरों को दिखाना चाहते हैं? संदर्भ मेन् है/Do you want to show documents uploaded by bidders to all bidders participated in bid? बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या / Minimum number of bids required to disable automatic bid extension दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended औंटो एक्सटेंशन अधिकतम कितानी बार किया जाना है। / Number of Auto Extension count बिड से रिवर्स नीलामी सिक्रय किया/Bid to RA enabled रिवर्स नीलामी योग्यता नियम/RA Qualification Rule सिवर्स नीलामी योग्यता नियम/RA Qualification Rule प्रथमिक उत्पाद श्रेणी/Primary product category तकनीकी मृत्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु			
आवश्यक बिड की संख्या / Minimum number of bids required to disable automatic bid extension दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count बिड से रिवर्स नीलामी सिक्रय किया/Bid to RA enabled रिवर्स नीलामी योग्यता नियम/RA Qualification Rule बिड का प्रकार/Type of Bid प्राथमिक उत्पाद श्रेणी/Primary product category तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु			
बद्धई जाएगी। / Number of days for which Bid would be auto-extended अाँटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled Yes रिवर्स नीलामी योग्यता नियम/RA Qualification Rule बिड का प्रकार/Type of Bid प्राथमिक उत्पाद श्रेणी/Primary product category तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु			
Number of Auto Extension count1बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabledYesरिवर्स नीलामी योग्यता नियम/RA Qualification RuleH1-Highest Priced Bid Eliminationबिड का प्रकार/Type of BidTwo Packet Bidप्राथमिक उत्पाद श्रेणी/Primary product categoryMOTOR-WB- 0.56KW (962720020000)तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु			
रिवर्स नीलामी योग्यता नियम/RA Qualification Rule बिड का प्रकार/Type of Bid प्राथमिक उत्पाद श्रेणी/Primary product category तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु			
बिड का प्रकार/Type of Bid Two Packet Bid प्राथमिक उत्पाद श्रेणी/Primary product category तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु			
प्राथमिक उत्पाद श्रेणी/Primary product category MOTOR-WB- 0.56KW (962720020000) तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु			
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु			
,			
अनुमत समय /Time allowed for Technical 2 Days Clarifications during technical evaluation			
निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)			
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)			
मूल्यांकन पद्धति/Evaluation Method Item wise evaluation/			
मध्यस्थता खंड/Arbitration Clause No			
मुलह खंड/Mediation Clause No			
ईएमडी विवरण/EMD Detail			
आवश्यकता/Required No			
ईपीबीजी विवरण /ePBG Detail			
आवश्यकता/Required No			

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

एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	No
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एमएसई के लिए सक्षम प्राधिकारी का विवरण:/Details of the Competent Authority for MSE

सक्षम प्राधिकारी का नाम/Name of Competent Authority	Rajesh Kumar	
सक्षम प्राधिकारी का पदनाम/Designation of Competent Authority	Sr. Manager	
सक्षम प्राधिकारी का कार्यालय/विभाग/प्रभाग/Office / Department / Division of Competent Authority	BHEL IVP Goindwal Sahib	
सीए अनुमोदन संख्या/CA Approval Number	IVP-MM0TEN(MOT)/4/2025-IVP-MM	
सक्षम प्राधिकारी अनुमोदन तिथि/Competent Authority Approval Date	18-10-2025	
सक्षम प्राधिकारी द्वारा प्रदान की गई स्वीकृति का संक्षिप्त विवरण//Brief Description of the Approval Granted by Competent Authority	Approval has been taken from competent authority for Non- applicability of MSE purchase preference for this GeM Bid vide e-office file no. IVPMM0TEN(MOT)/4/2025-IVP-MM.	

Competent Authority Approval for not opting Micro and Small Enterprises Preference : <u>View Document</u>

एमआईआई खरीद वरीयता / MII Purchase Preference

एमआईआई खरीद वरीयता / MII Purchase Preference	Yes
मेक इन इंडिया विक्रेताओं को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% तक की सीमा में है / Purchase Preference to MII sellers availabele upto price within L1+X%	20
मेक इन इंडिया खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MII purchase preference	50
सार्वजनिक खरीद (मेक-इन-इंडिया को प्राथमिकता) आदेश 2017 के अनुसार केवल क्लास 1/क्लास 2 के स्थानीय आपूर्तिकर्ताओं को ही भागीदारी की अनुमति है दिनांक 16.09.2020 (समय-समय पर संशोधित एवं लागू) / Allow participation only from Class 1/Class 2 local suppliers as per the Public procurement(Preference to Make-in-india) order 2017 date 16.09.2020(as amended and applicable time to time)	Yes, in compliance with the MII ORDER : DPIIT Order(as amended and applicable time to time)

1. If the bidder is a DPIIT registered Startup, the bidder shall be exempted from the the eligibility criteria of "Experience Criteria" as defined above subject to their meeting of quality and technical specifications. The bidder seeking exemption from Experience Criteria, shall upload the supporting documents to prove his eligibility for

exemption.

- 2. If the bidder is a DPIIT registered Startup, the bidder shall be exempted from the the eligibility criteria of "Bidder Turnover" as defined above subject to their meeting of quality and technical specifications. If the bidder is DPIIT Registered OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking exemption from Turnover shall upload the supporting documents to prove his eligibility for exemption.
- 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 .The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023.

OM_No.1_4_2021_PPD_dated_18.05.2023 for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

- 4. 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.
- 5. 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

एक्सेल में अपलोड किए जाने की आवश्यकता /Excel Upload Required:

Confirmation to tender terms - 1761107125.xlsx

मृल्यांकन विधि(मदवार मृल्यांकन विधि) / 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:

मूल्यांकन अनुसूचियां / Evaluation Schedules	वस्तु/श्रेणी / Item/Category	मात्रा / Quantity	
Schedule 1	Motor-rsb-wb-0.09kw (962720710000)	520	
Schedule 2	Motor-wb- 0.56kw (962720020000)	520	

MOTOR-RSB-WB-0.09KW (962720710000) (520 pieces)

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

तकनीकी विशिष्टियाँ /Technical Specifications

क्रेता विशिष्टि दस्तावेज़ /Buyer Specification Document	<u>Download</u>
Specification Document	

अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

DrawingDocument1	<u>View</u>

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

क्र.सं./S.N o.	परेषिती / रिपोर्टिंग अधिकारी / Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Amanpreet Singh	143422,BHEL, Industrial Valves Plant, Plot No. 433, Industrial Complex Phase-I, Goindwal Sahib	520	120

MOTOR-WB- 0.56KW (962720020000) (520 pieces)

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

तकनीकी विशिष्टियाँ /Technical Specifications

क्रेता विशिष्टि दस्तावेज़ /Buyer Specification Document	<u>Download</u>
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अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

DrawingDocument1	<u>View</u>

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

क्र.सं./S.N o.	परेषिती / रिपोर्टिंग अधिकारी / Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Amanpreet Singh	143422,BHEL, Industrial Valves Plant, Plot No. 433, Industrial Complex Phase-I, Goindwal Sahib	520	120

क्रेता द्वारा जोड़ी गई बिड की विशेष शर्ते/Buyer Added Bid Specific Terms and Conditions

1. Scope of Supply

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

2. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

Unit rates to be quoted inclusive of all taxes and on FOR BH EL Goindwal basis.

Contract shall be awarded to only such sellers, who are registered / empaneled / approved / enlisted with Adani Raipur and Adani Kawai project on the date of Part-1 bid opening

Scope of Supply

All the items are to be supplied as per below mentioned drawing / TDC / TSB / standards:

Sc h. No	Material C ode	Material Description	Qty (NO)	Drawing No	Specificat ion No.
1	9627207100 00	MOTOR-RSB-WB-0.09KW (For Project - Adani, Raipur and Adani, Kawai)	520	4-20-201-003 03 / 02	TSB:019/22
2	9627200200 00	MOTOR-WB-0.56KW (For Project – A dani, Raipur and Adani, Kawai)	520	4-20-201-003 03 / 02	TSB:019/22

These motors are reserved for MSEs. However, in case no MSE bidder gets techno commercially qualified, bids of non MSE bidders will be considered.

Quality Plan is as follows:

- 1. Supplier to meet Technical delivery conditions of TSB:019 Rev-22.
- 2. Sampling plan is as follows: "10% of lot quantity or 10 numbers, whichever is lower".
- 3. Supplier need to submit QAP to BHEL for approval.

Performance Security:

Successful bidder awarded the contract should deposit 5% of the contract value as performance security in case total PO value on vendor in one tender enquiry is greater than Rs. 20 Lakhs towards fulfilment of all contractual obligations, including warranty obligations. Performance Security will not be applicable in which total PO value on vendor in one tender enquiry is less than or equal to Rs. twenty lakhs.

In case total PO value on vendor is equal to or greater than Rs. 2 crores, then before the release of this PS as mentioned in above, vendor has to submit another PS of Rs. one lakh after two months of completion of all supplies under the PO. This PS shall be valid for a period of 18 months. This additional PS will be release d to the vendor without interest after expiry of validity upon fulfilment of contractual obligations as per ter

ms of contract.

Vendor has to submit written request to BHEL for refund of PS well in advance before the due date.

All mentioned values are net of taxes.

In case of non-submission of PS for 5% of contract value, it will amount to breach of contract.

Mode of deposit:

Performance security may be furnished in the following forms:

- 1. Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL.
- 2. Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL.
- 3. Fixed Deposit Receipt issued by Scheduled Banks / Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL).
- 4. Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL).
- 5. Insurance Surety Bond.
- 6. By way of retention from dues available in the form of Bills payable to the supplier against same / oth er contracts in the same unit.

(Note: BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the d ocuments or in any other matter connected therewith).

Forfeiture of Performance Security: The performance security will be forfeited and credited to BHEL's account in the event of a breach of contract by the supplier.

Quantity Variation: +/- 2% quantity variation clause is applicable.

In case BHEL releases the purchase order for additional qty under quantity variation clause, additional delivery period shall be provided for supply of additional quantity.

In case the supplier manufactures and supplies, additional quantity under quantity variation clause, no add itional delivery period shall be provided. Delivery period shall be as per the original contract. This shall sup ersede the delivery period mentioned in the GeM purchase order released for additional quantity.

Key Points for Supply / Works / Service Invoices in SUVIDHA for supplier/contractor

SUVIDHA Portal (https://suvidha.bhel.in/suvidha/)

- 1. Registration of all supply / works / service invoices, irrespective of the invoice amount, is mandatory in SUVIDHA.
- 2. For net invoice amount exceeding ₹5 lakhs (including taxes):
 - Upload of Class 3 Digitally Signed Tax Invoice is mandatory.
 - All other documents as per the PO checklist must also be uploaded.
 - However, if any other digitally signed document is specified in the PO checklist, then Class 3

Digitally Signed document is mandatory for uploading

- 3. For net invoice amount up to ₹5 lakhs (including taxes):
 - Upload of all documents as per the PO checklist is mandatory.
 - All Documents can be uploaded without a digital signature.
 - However, if a digitally signed document is specified in the PO checklist but a non-digitally signed version is uploaded, the hard copy must be submitted.
 - Integrity pact is not applicable in this tender enquiry.

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3. Buyer Added Bid Specific ATC

Buyer uploaded ATC document Click here to view the file.

4. 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 up to 25% of the contracted quantity during the currency of the contract at the contracted rates. The delivery period of quantity shall commence from the last date of original delivery order and in cases where option clause is exercised during the extended delivery period the additional time shall commence from the last date of extended delivery period. The additional delivery time shall be (Increased quantity \div Original quantity) \times Original delivery period (in days), subject to minimum of 30 days. If the original delivery period is less than 30 days, the additional time equals the original delivery period. The Purchaser may extend this calculated delivery duration up to the original delivery period while exercising the option clause. Bidders must comply with these terms.

5. **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):

By BHEL/BHEL appointed TPI agency at vendor's works as per quality plan.

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

6. 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.

7. 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 5 days of award of contract. Buyer shall, either approve the drawings or will provide complete list of modification required in the drawings within 5 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.

8. Generic

Registration / Empanelment Requirement: Contract shall be awarded to only such sellers , who are registered / empanelled / approved / enlisted with

Adani Raipur and Adani Kawai project on the date of Part-1 bid opening for the required goods / service category on the date of bid opening. Prospective bidders (if not already registered), are advised to get themselves registered with the said registration authority before bid opening date. (It is certified that the registration is granted by the registering agency as per Rule 150 of GFR following a fair, transparent and reasonable procedure.)

9. 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.

10. Generic

Manufacturer Authorization: Wherever Authorised Distributors/service providers are submitting the bid, Authorisation Form /Certificate with OEM/Original Service Provider details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid

11. 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.

12. 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.

अस्वीकरण/Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and

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

- 1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
- 2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
- 3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
- 4. Creating BoQ bid for single item.
- 5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
- 6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
- 7. Floating / creation of work contracts as Custom Bids in Services.
- 8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for attached categories, trials are allowed as per approved procurement policy of the buyer nodal Ministries)
- 9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
- 10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
- 11. Creating bid for items from irrelevant categories.
- 12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
- 13. Reference of conditions published on any external site or reference to external documents/clauses.
- 14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
- 15. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
- 16. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

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.

All GeM Sellers / Service Providers are mandated to ensure compliance with all the applicable laws / acts / rules including but not limited to all Labour Laws such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972 etc. Any non-compliance will be treated as breach of contract and Buyer may take suitable actions as per GeM Contract.

यह बिंड सामान्य शर्तों के अंतर्गत भी शासित है /This Bid is also governed by the General Terms and Conditions

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।/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.

---धन्यवाद/Thank You---