



Bid Document

	Bid Details			
Bid End Date/Time	26-04-2021 17:00:00			
Bid Opening Date/Time	26-04-2021 17:30:00			
Bid Life Cycle (From Publish Date)	90 (Days)			
Bid Offer Validity (From End Date)	80 (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	10160001-isg, Bangalore			
Total Quantity	116			
Power Junction Box (PJB) BUSBAR TYPE 1 - Power Junction Box shall comprise of aluminium bus bar, sup, Pow Junction Box (PJB) BUSBAR TYPE 2 - Power Junction comprise of aluminium bus bar, sup, Power Junction Box shall comprise of aluminium bus bar, sup, Power Junction Box shall comprise of aluminium bus bar, sup, Power Junction Box (PJB) TYPE 4 - Power Junction Box shall comprise of aluminium bar, sup, Power Junction Box (PJB) BUSBAR TYPE 5 Junction Box shall comprise of aluminium bus bar, Power Junction Box (PJB) TB TYPE 7 -shall comprise TB mounted on din rail suitable fo, B. 3 Power Junction Box (PJB) TB TYPE 9 - shall comprise of 4 Nos. TB mounted on din rail suitable f, B. 1 Power Box PJB TB TYPE 6- shall comprise of 4 Nos. TB modin rail				
Minimum Average Annual Turnover of the Bidder	11 Lakh (s)			
MSE Exemption for Years of Experience and Turnover	No			
Startup Exemption for Years of Experience and Turnover	No			
Document required from seller	Experience Criteria, Past Performance, Bidder Turnover, Certificate (Requested in ATC), OEM Authorization Certificate, Additional Doc 1 (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			
Past Performance	10 %			
Bid to RA enabled	Yes			

Bid Details		
Primary product category	Power Junction Box (PJB) BUSBAR TYPE 2 - Power Junction Box shall comprise of aluminium bus bar, sup	
Time allowed for Technical Clarifications during technical evaluation	5 Days	
Evaluation Method	Total value wise evaluation	

EMD Detail

Required	No		

ePBG Detail

Advisory Bank	ICICI	
ePBG Percentage(%)	10.00	
Duration of ePBG required (Months).	24	

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

Beneficiary:

Sr DGM

10160001-ISG, Bangalore, Department of Heavy Industry, Bharat Heavy Electricals Limited (BHEL), Ministry of Heavy Industries and Public Enterprises (Mithilesh Prasad)

Splitting

Bid splitting not applied.

Reserved for Make In India products

Reserved for Make In India products	Yes
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MSE Purchase Preference

MSE Purchase Preference	Yes

1. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

2. Bid reserved for Make In India products: : Procurement under this bid is reserved for purchase from 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. However, eligible micro and small enterprises will be allowed to participate. The minimum local content to qualify as a class 1 local supplier is denoted in the bid document. All bidders 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 the bid is liable to be rejected. 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 . In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.

- 3. 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 100%(selected by Buyer) percentage of total QUANTITY.
- 4. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 10% of bid quantity, in at least one of the last three Financial years before the bid opening date to any Central / State Govt Organization / PSU / Public Listed Company. Copies of relevant contracts (proving supply of cumulative order quantity in any one financial year) to be submitted along with bid in support of quantity supplied in the relevant Financial year. In case of bunch bids, the category related to primary product having highest bid value should meet this criterion.

Power Junction Box (PJB) BUSBAR TYPE 1 - Power Junction Box Shall Comprise Of Aluminium Bus Bar, Sup (2 pieces)

(Minimum 50% Local content required for MII compliance)

Brand Type	Unbranded
Brana Type	Officialiaca

Technical Specifications

<u>Download</u>

Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporti ng Officer	Address	Quantity	Delivery Days
1	Pradeep Kumar Das	769011,NTPC-SAIL POWER COMPANY (PVT) LTD, CPP-II, RSP COMPLEX,DIST- SUNDERGARH, ROURKELA 769011 A/C BHEL ISG	2	90

Power Junction Box (PJB) BUSBAR TYPE 2 - Power Junction Box Shall Comprise Of Aluminium Bus Bar, Sup (15 pieces)

(Minimum 50% Local content required for MII compliance)

Brand Type	Unbranded
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Technical Specifications

Buyer Specification Document	<u>Download</u>

Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporti ng Officer	Address	Quantity	Delivery Days
1	Pradeep Kumar Das	769011,NTPC-SAIL POWER COMPANY (PVT) LTD, CPP-II, RSP COMPLEX,DIST- SUNDERGARH, ROURKELA 769011 A/C BHEL ISG	15	90

Power Junction Box (PJB) BUSBAR TYPE 3 - Power Junction Box Shall Comprise Of Aluminium Bus Bar, Sup (14 pieces)

(Minimum 50% Local content required for MII compliance)

Brand Type	Unbranded
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Technical Specifications

Buyer Specification Document	Download
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Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporti ng Officer	Address	Quantity	Delivery Days
1	Pradeep Kumar Das	769011,NTPC-SAIL POWER COMPANY (PVT) LTD, CPP-II, RSP COMPLEX,DIST- SUNDERGARH, ROURKELA 769011 A/C BHEL ISG	14	90

Power Junction Box (PJB) BUSBAR TYPE 4 - Power Junction Box Shall Comprise Of Aluminium Bus Bar, Sup (10 pieces)

(Minimum 50% Local content required for MII compliance)

Brand Type	Unbranded
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Technical Specifications

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Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporti ng Officer	Address	Quantity	Delivery Days
1	Pradeep Kumar Das	769011,NTPC-SAIL POWER COMPANY (PVT) LTD, CPP-II, RSP COMPLEX,DIST- SUNDERGARH, ROURKELA 769011 A/C BHEL ISG	10	90

Power Junction Box (PJB) BUSBAR TYPE 5 - Power Junction Box Shall Comprise Of Aluminium Bus Bar, Sup (10 pieces)

(Minimum 50% Local content required for MII compliance)

Brand Type Unbranded	
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Technical Specifications

Buyer Specification Document	Download
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Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporti ng Officer	Address	Quantity	Delivery Days
1	Pradeep Kumar Das	769011,NTPC-SAIL POWER COMPANY (PVT) LTD, CPP-II, RSP COMPLEX,DIST- SUNDERGARH, ROURKELA 769011 A/C BHEL ISG	10	90

B. 2 Power Junction Box (PJB) TB TYPE 7 -shall Comprise Of 4 Nos. TB Mounted On Din Rail Suitable Fo (30 pieces)

(Minimum 50% Local content required for MII compliance)

Brand Type	Unbranded
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Technical Specifications

Buyer Specification Document	<u>Download</u>
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Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporti ng Officer	Address	Quantity	Delivery Days
1	Pradeep Kumar Das	769011,NTPC-SAIL POWER COMPANY (PVT) LTD, CPP-II, RSP COMPLEX,DIST- SUNDERGARH, ROURKELA 769011 A/C BHEL ISG	30	90

B. 3 Power Junction Box (PJB) TB TYPE 8- Shall Comprise Of 4 Nos. TB Mounted On Di (10 pieces)

(Minimum 50% Local content required for MII compliance)

Brand Type Unbranded	
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Technical Specifications

Buyer Specification Document	<u>Download</u>
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Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporti ng Officer	Address	Quantity	Delivery Days

S.No.	Consignee/Reporti ng Officer	Address	Quantity	Delivery Days
1	Pradeep Kumar Das	769011,NTPC-SAIL POWER COMPANY (PVT) LTD, CPP-II, RSP COMPLEX,DIST- SUNDERGARH, ROURKELA 769011 A/C BHEL ISG	10	90

B. 4 Power Junction Box (PJB) TB TYPE 9 - Shall Comprise Of 4 Nos. TB Mounted On Din Rail Suitable F (15 pieces)

(Minimum 50% Local content required for MII compliance)

Brand Type	Unbranded

Technical Specifications

Buyer Specification Document	<u>Download</u>
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Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporti ng Officer	Address	Quantity	Delivery Days
1	Pradeep Kumar Das	769011,NTPC-SAIL POWER COMPANY (PVT) LTD, CPP-II, RSP COMPLEX,DIST- SUNDERGARH, ROURKELA 769011 A/C BHEL ISG	15	90

B. 1 Power Junction Box PJB TB TYPE 6- Shall Comprise Of 4 Nos. TB Mounted On Din Rail (10 pieces)

(Minimum 50% Local content required for MII compliance)

Brand Type Unbranded

Technical Specifications

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Buyer Specification Document	<u>Download</u>

Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporti ng Officer	Address	Quantity	Delivery Days
1	Pradeep Kumar Das	769011,NTPC-SAIL POWER COMPANY (PVT) LTD, CPP-II, RSP COMPLEX,DIST- SUNDERGARH, ROURKELA 769011 A/C BHEL ISG	10	90

Buyer added Bid Specific Additional Scope of Work

S.No.	Document Title	Description	Applicable i.r.o. Items
1	Additonal PQR Requirement View	Bidder should have designed, manufactured, tested and supplied Power Junction Box to any of the NTPC projects (Bidder to furnish any of previous purchase order copy, drawings, QAP, Test report, Dispatch clearance, customer feedback etc.). 2.Bidder should have type test report for Power Junction Box/Similar item with identical construction.3.In support of above criteria, along with bid, bidder to submit relevant documents for scrutiny and acceptance of offer like previous purchase order copy etc	Power Junction Box (PJB) BUSBAR TYPE 1 - Power Junction Box Shall Comprise Of Aluminium Bus Bar, Sup(2),Power Junction Box (PJB) BUSBAR TYPE 2 - Power Junction Box Shall Comprise Of Aluminium Bus Bar, Sup(15),Power Junction Box (PJB) BUSBAR TYPE 3 - Power Junction Box (PJB) BUSBAR TYPE 3 - Power Junction Box Shall Comprise Of Aluminium Bus Bar, Sup(14),Power Junction Box (PJB) BUSBAR TYPE 4 - Power Junction Box Shall Comprise Of Aluminium Bus Bar, Sup(10),Power Junction Box (PJB) BUSBAR TYPE 5 - Power Junction Box Shall Comprise Of Aluminium Bus Bar, Sup(10),B. 2 Power Junction Box (PJB) TB TYPE 7 -shall Comprise Of 4 Nos. TB Mounted On Din Rail Suitable Fo(30),B. 3 Power Junction Box (PJB) TB TYPE 8- Shall Comprise Of 4 Nos. TB Mounted On Di(10),B. 4 Power Junction Box (PJB) TB TYPE 9 - Shall Comprise Of 4 Nos. TB Mounted On Din Rail Suitable F(15),B. 1 Power Junction Box PJB TB TYPE 6- Shall Comprise Of 4 Nos. TB Mounted On Din Rail Suitable F(15),B. 1 Power Junction Box PJB TB TYPE 6- Shall Comprise Of 4 Nos. TB Mounted On Din Rail Suitable F(15),B. 1 Power Junction Box PJB TB TYPE 6- Shall Comprise Of 4 Nos. TB Mounted On Din Rail(10)

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 generalized and would not lead to any restrictive bidding.

Buyer Added Bid Specific Additional Terms and Conditions

- 1. 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 7 days of award of contract. Buyer shall, either approve the drawings or will provide complete list of modification required in the drawings within 7 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.
- 2. **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.
- 3. **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
- 4. Buyer/consignee shall have the right to inspect the supplied goods themselves AND/OR through their appointed agency at consignees own cost, at consignees site(s) after receipt and accept OR reject on proper justification any consignment of goods within a period of 30 days of receipt of consignment of goods. 100% payment will be released within ten (10) days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on on-line submission of bills
- 5. Pre-dispatch inspection at Seller premises (Fee/Charges to be borne by the SELLER): 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 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 SELLER. For inhouse 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. Inspection and external laboratory testing charges shall be borne by the supplier and it shall not be reimbursed by Buyer to them at any point in time. Cost of inspection / testing shall be factored in by the supplier in the cost of the product itself while submitting bid. Following are the tests that are required to be conducted during pre-dispatch inspection: As per Technical Specification Requirement .INSPECTION AGENCY: The inspection agency will conduct the inspection and submit the certificate to the supplier as well as the buyers and consignees. The bidder will be solely responsible for pre-inspected material for Quality Assurance including pre-dispatch inspection/ testing at manufacturers site by Buyer / Consignee himself or their authorized representative / committee.

- 6. Successful Bidder can submit the Performance Security in the form of Payment online through RTGS / internet banking also (besides PBG which is allowed as per GeM GTC). On-line payment shall be in Beneficiary name BHEL ISG Account No. 000205003783 IFSC Code ICIC0000002 Bank Name ICICI BANK LIMITED Branch address ICICI BANK TOWER, # 1, COMMISSARIAT ROAD, BANGALORE 560025. Successful Bidder to indicate Contract number and name of Seller 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 in place of PBG within 15 days of award of contract.
- 7. Scope of supply (Bid price to include all cost components): Only supply of Goods
- 8. Bid reserved for Make In India products: Procurement under this bid is reserved for purchase from Class 1 local suppliers 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 50%. All bidders 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 the bid is liable to be rejected. 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. In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.
- 9. 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.
- 10. Bidder/ Supplier/ Organization/ Proprietor/ ANY of the Director(s) shall not be banned or suspended or black listed by any Government / Public Sector Undertaking / Corporate organization or convicted in any Court of Law across India or declared Bankrupt or insolvent. A self declaration certificate must be uploaded in the GeM portal under Bidders Official Letter Head.
- 11. Bidder should be the Original Equipment Manufacturer. Letter of incorporation shall be submitted.
- 12. 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.
- 13. 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.
- 14. The bidder is required to upload, along with the bid, all relevant certificates such as BIS licence, type test certificate, approval certificates and other certificates as prescribed in the Product Specification given in

the bid document.

- 15. To be eligible for award of contract, Bidder / OEM must possess following Certificates / Test Reports on the date of bid opening (to be uploaded with bid): As per Technical Specification Requirements.
- 16. Bidder Turn Over Criteria: The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3 year old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
- 17. Buyer Added Bid Specific Additional Terms and Conditions

Warranty Clause:

Warranty period of the supplied products shall be 18 months from the date of last Supply or 12 months from the date of Commissioning, whichever is earlier, at consignee location. The successful bidder must submit OEM warranty certificates at the time of submission of GST invoice. The seller should guarantee the rectification of goods in case of any break down during Guarantee Period.

MSE Bidder:

MSE Bidders can avail the intended benefits only if they submit along with the offer copy of Udayam Certificate.

- 18. Buyer reserves the right to postpone schedule of material supply after finalisation of order by 6 months without any additional cost implication.
- 19. 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 %.
- 20. 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.
- 21. For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:
 - a. Purchase Order copy along with Invoice(s) with self-certification by the bidder that supplies against the invoices have been executed.
 - b. Execution certificate by client with order value.
 - c. Any other document in support of order execution like Third Party Inspection release note, etc.
- 22. 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.
- 23. The Bidder shall be responsible for any defects that may develop under the conditions provided by the contract and under proper USE, arising FROM faulty materials, design OR workmanship such AS corrosion, inadequate quantity of material TO meet equipment requirements, inadequate contact protection, deficiencies in design AND/ OR otherwise and shall remedy such defects at his own cost when called upon to do so by the Purchaser who shall state in writing in what respect the stores are faulty.
- 24. The successful bidder has to supply all essential accessories required for the successful installation and commissioning of the goods supplied. Besides standard accessories as per normal industry practice, following accessories must be part of supply and cost should be included in bid price: As per Technical Specification Requirements.
- 25. 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.
- 26. 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.
- 27. 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.
- 28. **End User Certificate:** Wherever Bidders are insisting for End User Certificate from the Buyer, same shall be provided in Buyer's standard format only.
- 29. Experience Criteria: The Bidder or its OEM {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU / Public Listed Company for 3 years before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the year. In case of bunch bids, the primary product having highest value should meet this criterion.
- 30. Receipt inspection at yard shall be carried out by Buyer QC team and or or any external agency nominated by Buyer jointly with Seller representative. All requisite documentation including packing list, certificates, approved drawings etc are to be submitted to Buyer in advance for enabling inspection. Detailed Packing list (considered as actual supply quantity) shall clearly mention individual items in package and shall be the basis for physical inspection on receipt.
- 31. Bidder shall submit the detailed BOM of the equipments offered duly verified and certified BY the respective OEM. The detailed BOM shall indicate quantities and price break up of various modules/sub modules/cards/Licenses required for each equipments.
- 32. Lab Test Report FROM Govt./NABL accredited lab is required for conforming the requirements of All the parameters of governing specification of SUBJECT store.
- 33. **Procurement under this bid is reserved for purchase from :** Local Supplier as defined in Public Procurement (Preference to Make in India), Order 2017 and its subsequent Orders / Notifications issued by concerned Nodal Ministry for specific Goods/ Products.

Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization. Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specification and / or terms and conditions governing the bid. Any clause incorporated by the Buyer such as demanding Tender Sample, incorporating any clause against the MSME policy and Preference to make in India Policy, mandating any Brand names or Foreign Certification, changing the default time period for Acceptance of material or payment timeline governed by OM of Department of Expenditure shall be null and void and would not be considered part of bid. Further any reference of conditions published on any external site or reference to external documents / clauses shall also be null and void. If any seller has any objection / grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

This Bid is also governed by the General Terms and Conditions

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to

undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---Thank You---