

## Bid Document

Bid Details	
<b>Bid End Date/Time</b>	15-01-2022 16:00:00
<b>Bid Opening Date/Time</b>	15-01-2022 16:30:00
<b>Bid Life Cycle (From Publish Date)</b>	90 (Days)
<b>Bid Offer Validity (From End Date)</b>	80 (Days)
<b>Ministry/State Name</b>	Ministry Of Heavy Industries And Public Enterprises
<b>Department Name</b>	Department Of Heavy Industry
<b>Organisation Name</b>	Bharat Heavy Electricals Limited (bhel)
<b>Office Name</b>	10250020-pem, Noida
<b>Total Quantity</b>	2
<b>Item Category</b>	Workshop Equipment - Misc Stores items (BOQ as per Sl. no. 1.2 of specification) (Q3) , Workshop Equipment - Store Handling Equipment (as per Sl. no. 1.1 of Specification) (Q3)
<b>MSE Exemption for Years of Experience and Turnover</b>	No
<b>Startup Exemption for Years of Experience and Turnover</b>	No
<b>Document required from seller</b>	Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (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
<b>Bid to RA enabled</b>	No
<b>Primary product category</b>	Workshop Equipment - Store Handling Equipment (as per Sl. no. 1.1 of Specification)
<b>Time allowed for Technical Clarifications during technical evaluation</b>	3 Days
<b>Payment Timelines</b>	Payments shall be made to the Seller within <b>60</b> days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC)
<b>Evaluation Method</b>	Item wise evaluation

### EMD Detail

Required	No
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**ePBG Detail**

Advisory Bank	State Bank of India
ePBG Percentage(%)	5.00
Duration of ePBG required (Months).	27

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

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

**Beneficiary:**

Dy. Manager

10250020-PEM, Noida, Department of Heavy Industry, Bharat Heavy Electricals Limited (BHEL), Ministry of Heavy Industries and Public Enterprises  
(Bhel Pem Noida)

**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	AGM
Designation of Competent Authority	AGM
Office / Department / Division of Competent Authority	
CA Approval Number	
Competent Authority Approval Date	16-12-2021
Brief Description of the Approval Granted by Competent Authority	This proposal is approved by competent authority and as per internal approval in BHEL PEM

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 -Ind 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 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.

#### 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	538538	Workshop Equipment - Misc Stores Items (boq As Per Sl. No. 1.2 Of Specification)	1
Schedule 2	7539532	Workshop Equipment - Store Handling Equipment (as Per Sl. No. 1.1 Of Specification)	1

#### Workshop Equipment - Misc Stores Items (BOQ As Per Sl. No. 1.2 Of Specification) ( 1 set ) (Minimum 50% Local content required for qualifying as Class 1 Local Supplier)

Brand Type	Unbranded
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#### Technical Specifications

Buyer Specification Document	<a href="#">Download</a>
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#### Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Nikhil Sankar P G	600001,Bharat Heavy Electricals Ltd Gate 0, Near Marshalling Yard, Chennai Port Trust, Chennai 600 001 Shri A Krishna Kumar - 99444 86898, 93457 31294	1	180

#### Workshop Equipment - Store Handling Equipment (as Per Sl. No. 1.1 Of Specification) ( 1 set )

(Minimum 50% Local content required for qualifying as Class 1 Local Supplier)

Brand Type	Unbranded
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### Technical Specifications

Buyer Specification Document	<a href="#">Download</a>
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### Consignees/Reporting Officer and Quantity

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### 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)  
 ATC): BHEL nominated Inspection Agency  
 Post Receipt Inspection at consignee site before acceptance of stores: NA

#### 2. 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 21 days of award of contract. Buyer shall, either approve the drawings or will provide complete list of modification required in the drawings within 10 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.

#### 3. 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.

#### 4. 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 %.

#### 5. 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.

6. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

### **Additional Terms and Conditions (ATC)**

**The below mentioned terms and conditions shall supersede the terms and conditions mentioned elsewhere in the tender document. :-**

- a) Scope of supply (Bid price to include all cost components) includes supply charges only.
  
- b) Financial PQR is not applicable.

This is a conditional tender enquiry. Financial bid opening (Part-II) of a bidder shall be subjected to the following:

- i) Techno-Commercial recommendation by BHEL.
- ii) Qualification of Technical PQR.
- iii) Offered item should mandatorily conform to PP-MII order provisions. Terms and conditions of PP-MII order and its latest amendments shall be applicable.

- c) **Payment Terms:** As per clause no. 12 (i) of GTC on GeM. However, payment will be released within 60 days after submission of complete documents (45 days for vendors qualified and registered as Micro or Small as per MSME Act). Offline payment mode shall be selected. Supplier has to provide original+1 copy of Tax Invoice, Packing List, LR/RR or AWB, CRAC, Insurance intimation, Guarantee Certificate, E-way bill (as applicable) for payment.
- d) **Liquidated Damage :** Purchaser reserves the right to recover from the Seller/ Contractor, as agreed liquidated damages and not by way of penalty, a sum equivalent to half (½) percent and applicable GST thereon, of the supply contract price excluding GST per week or part thereof, subject to a maximum of ten(10) percent of the total supply contract price excluding GST, if the Seller/ Contractor fails to deliver any part of the order goods/stores within the period stipulated in the Order/ Contract.

**NOTE:**

- i. LR/RR date for indigenous supplies (Bill of Lading/AWB for Foreign supplies) shall be treated as the date of dispatch for levying LD. However, if the receipted LR date for indigenous supply is beyond 30 days for indigenous and 45 days for PTL from the date of LR (PTL to be clearly mentioned in LR), such excess period shall be considered for LD purpose irrespective of dispatch date. Import General Manifest (IGM)/Bill of entry (whichever is earlier), for foreign supplies, is beyond 90 days from the date of Bill of Lading/AWB, such excess period shall be considered for LD purpose irrespective of dispatch date.
- ii. In case of any amendment/ revision, LD shall be linked to the amended/ revised contract value and delivery date(s).
- iii. If Order/ Contract involves two or more Units/ Sets/ Lots/ Stages, then Liquidated Damages shall be levied on order/ contract value excluding GST of the delayed Unit/ Set/ Lot/ Stage, provided the delivery date stipulated in the Order/ Contract is Unit/ Set/ Lot/Stage wise, however total LD amount shall be limited to 10% of total order/ amended order value excluding GST of delayed Unit/ Set/ Lot/Stage. Any subsequent lot released (not envisaged in original contract) due to increase in quantity within permissible quantity variation shall be treated as separate lot for the purpose of LD.

iv. The sum specified above is not a penalty but a genuine pre-estimate of the loss/ damage which will suffered by purchaser on account of delay on the part of the Contractor/Seller and the said amount be deductible without proof of actual loss or damage caused by such delay.

e) **Risk & Cost Purchase**

BHEL reserves the right to terminate the contract or withdraw portion of work and get it done through other agency, at the risk and cost of the contractor after due notice of a period of 14 days' by BHEL in any of the following cases:

i) If the Seller/Contractor fails to deliver the goods or materials or any instalment thereof within the period fixed for such delivery or the Seller's poor progress of the supply/ services vis-à-vis delivery/execution timeline stipulated in the Contract, backlog attributable to seller including unexecuted portion of supply does not appear to be executable within balance available period;

ii) Delivers goods or materials not of the contracted quality and failing to adhere to the contract specifications;

iii) Withdrawal from or repudiation/ abandonment of the supply/ services by Seller before completion per contract or if the Seller refuses or is unable to supply goods or materials covered by Order/Contract either in whole or in part or otherwise fails to perform the Order/Contract;

iv) Non-supply by the Seller within scheduled completion/delivery period as per Contract or as extended from time to time, for the reasons attributable to the Seller;

v) Termination of Contract on account of any other reason (s) attributable to Seller.

vi) Assignment, transfer, subletting of Contract without BHEL's written permission resulting in termination of Contract or part thereof by BHEL.

vii) If the Seller be an individual or a sole proprietorship Firm, in the event of the death or insanity of Seller;

viii) If the Seller/Contractor being an individual or if a firm on a partnership thereof, shall at any time adjudged insolvent or shall have a receiving order for administration of his estate made against him shall take any proceeding for composition under any Insolvency Act for the time being in force or in any assignment of the Order/Contract or enter into any arrangement or composition with his creditor suspend payment or if the firm dissolved under the Partnership Act;

ix) If the Seller/Contractor being a company is wound up voluntarily or by order of a Court or a Receiver Liquidator or Manager on behalf of the debenture holders and creditors is appointed or circumstances shall have arisen which entitles the Court of debenture holder and creditors to appoint a receiver liquidator or manager;

x) Non-compliance to any contractual condition or any other default attributable to Seller.

Such defaulting vendor/Seller shall not be eligible to participate in re-tendering conducted on account of risk purchase made due to fault of such vendor/Seller.

**Risk & Cost Amount against Balance Work:**

Risk & Cost amount against balance work shall be calculated as follows:

Risk & Cost Amount= [(A-B) + (A x H/100)]

Where,

A= Value of Balance scope of Work (\*) as per rates of new contract

B= Value of Balance scope of Work (\*) as per rates of old contract being paid to the contractor at the time of termination of contract i.e. inclusive of PVC & ORC, if any.

H = Overhead Factor to be taken as 5

In case (A-B) is less than 0 (zero), value of (A-B) shall be taken as 0 (zero).

**\* Balance scope of work (in case of termination of contract) :**

Difference of Contract Quantities and Executed Quantities as on the date of issue of Letter 'Termination of Contract', shall be taken as balance scope of Work for calculating risk & cost amount.

Contract quantities are the quantities as per original contract. If, Contract has been amended, quantities as per amended Contract shall be considered as Contract Quantities.

Items for which total quantities to be executed have exceeded the Contract Quantities based on drawings issued to contractor from time to time till issue of Termination letter, then for these items total Quantities as per issued drawings would be deemed to be contract quantities.

Substitute/ extra items whose rates have already been approved would form part of contract quantities for purpose. Substitute/ extra items which have been executed but rates have not been approved, would also form part of contract quantities for this purpose and rates of such items shall be determined in line with contract provisions.

However, increase in quantities on account of additional scope in new tender shall not be considered for this purpose.

NOTE: In case portion of work is being withdrawn at risk & cost of contractor instead of termination of contract, contract quantities pertaining to portion of work withdrawn shall be considered as 'Balance scope of work' for calculating Risk & Cost amount.

**LD against delay in executed work in case of Termination of Contract:**

LD against delay in executed work shall be calculated in line with LD clause no. 16 of GCC, for the delay attributable to contractor. For limiting the maximum value of LD, contract value shall be taken as Executed Value of work till termination of contract.

Method for calculation of LD against delay in executed work in case of termination of contract" is given below.

- i. Let the time period from scheduled date of start of work till termination of contract excluding period of Hold (if any) not attributable to contractor = T1
- ii. Let the value of executed work till the time of termination of contract = X
- iii. Let the Total Executable Value of work for which inputs/fronts were made available to contractor and were planned for execution till termination of contract = Y
- iv. Delay in executed work attributable to contractor i.e. T2 =  $[1-(X/Y)] \times T1$
- v. LD shall be calculated in line with LD clause (clause 16) of the Contract for the delay attributable to contractor taking "X" as Contract Value and "T2" as period of delay attributable to contractor.

**Recoveries arising out of Risk & Cost and LD or any other recoveries due from Contractor :**

Without prejudice to the other means of recovery of such dues from the Seller recoveries from the Seller on whom risk & cost has been invoked shall be made from the following:

- a) Dues available in the form of Bills payable to seller, SD, BGs against the same contract.
- b) Dues payable to seller against other contracts in the same Region/Unit/ Division of BHEL.

c) Dues payable to seller against other contracts in the different Region/Unit/ division of BHEL.

In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against contractor.

f) Transit Insurance shall be in BHEL scope.

g) **Terms of Delivery:** As per cl. No. 13 of GTC on GeM (i.e. Free Delivery at site basis including loading/unloading). However, Transit insurance & unloading of item (at delivery point) shall be in the scope of buyer. Bidder to quote prices accordingly. Further, w.r.t. Transit Insurance supplier has to inform the details of dispatches (such as Policy No., Consignee Name, Consignment Packing details, Project Name, Purchase Order No., LR No. & date, Invoice No. & date, Dispatch Origin & destination details etc.) to policy underwriter (whose details shall be shared post award contract).

h) **Delivery Period:** As per enclosed **Annexure-B**. Delivery Days (180 days from the date of PO) mentioned in GeM bid shall be indicative only. Delivery shall be as per terms & conditions of Delivery Annexure-B.

J) Bidders shall be required to submit applicable Freight % & GST % included in their prices during clarification stage of Tender.

k) Guarantee & Warrantee shall be as per Cl. No. 10 of GTC on GeM for the bid. However, Guarantee & Warrantee time period shall be 18 months from the date of last supply in the contract.

l) **Quantity Variation:** Overall (%) variation in contract values due to changes in the scope shall be not more than 10%.

m) This item/package /system falls under the list of items defined in para 3 of ministry of finance guide dtd. 20.09.16 (Procurement of items related to Public safety, Health, Critical Security operation Equipment etc.) & hence criteria of prior experience/Turnover shall be same for all the bidders including start-up/MSME. (i.e. No preference to start-up/MSME).

n) "For this procurement, the local content to categorize a supplier as a Class I local supplier / Class II local supplier / Non Local supplier and purchase preference to Class-I local supplier, is as defined in Public Procurement (Preference to Make in India) Order 2017 dated 16.09.2020 issued by DPIIT. In case subsequent orders issued by the nodal ministry, changing the definition of local content for the item in the NIT, the same shall be applicable even if issued after issue of this NIT, but before opening of Public bids against this NIT."

Since this package doesn't fall under clause 3 (a) of DPIIT's PP-MII order 2017, Rev dated 17.09.2020, therefore, in line with clause no 3 (b) of DPIIT's PP-MII order 2017, Rev dated 16.09.2020, "Class-I local suppliers" and "Class-II local suppliers" as defined in the order are eligible to bid.

In accordance with para 9 (a) of DPIIT's PP-MII order 2017 revision dated 16.09.2020, Class-I local suppliers" / "Class-II local suppliers" at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for the "Class-I local supplier" / "Class-II local supplier" as the case may be. It shall also give details of the location(s) at which the local value addition is made.

o) Nature of the package is divisible in nature and margin of purchase preference shall be 20%.

p) Bidders to ensure that Third party/Customer issued certificates being submitted as proof of local qualification should have verifiable details of document/certificate issuing authority such as name and address.

designation of issuing Authority, its organization contact number and E-mail Id etc. In case the same is found not available, Purchaser has the right to reject such document from evaluation.

- q) Due to COVID-19 pandemic condition prevailing in the country, BHEL/PEM may go for Remote Inspection of Offered items, if required. Vendors are requested to be equipped with the facilities/gadgets indicated in the guidelines attached to take up the inspection REMOTELY. Inspection call to be raised by bidder on BHEL CQIR portal (details shall be shared at the time of execution order) and Inspection agency shall attend at the inspection within seven (07) days of the date on which the material is notified as being ready. In case of delay in witnessing of inspection beyond stipulated time (i.e. 7 days from the date on which the material is notified as being ready), by BHEL arising due to reasons not attributable to vendor, BHEL will extend the delivery period for such delay in carrying out inspection. If BHEL is not able to witness inspection up to 15 days then in addition to delay beyond stipulated period, extension in delivery time of 07 days for arranging fresh inspection will be given. When the tests have been satisfactorily completed at Seller/ Contractor's works, the Inspection Agency shall issue an inspection report that effect within seven (07) days after completion of the tests, but if tests were not witnessed by the Inspection Agency or his representative, the material acceptance report would be issued within seven (07) days after receipt of the test certificate by the Purchaser.

Purchaser will issue MDCC to the Seller/ Contractor within 7 days based on inspection report/ certificates/Certificate of Conformance as applicable. In case of delay in issuance of MDCC beyond 7 days stipulated time (i.e. from the date of successful inspection report), by BHEL arising due to reasons attributable to vendor, BHEL will extend the delivery period for such delay in issuing MDCC. If BHEL is able to issue MDCC up to 15 days then in addition to delay beyond stipulated period, 7 days' additional time shall be given to vendor to facilitate the vendor for arranging logistics arrangements.

- r) The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding. In case, the bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/ guidelines".
- s) Bidders to,
- ensure compliance to Ministry of Power (MoP) Order No. 25-11/6/2018-PG dt. 02/07/2020 & Order No 11/05/2018-Coord. dt. 23/07/2020, if applicable.
  - ensure compliance of Ministry of Finance (MoF) Order (Public Procurement No. 1 & 2) F. No. 6/18/2019/PPD dt. 23/07/2020.
  - submit "Model Certificate for Tenders" as per Annexure-III of Ministry of Finance (MoF) Order (Public Procurement No. 1 & 2) F. No. 6/18/2019/PPD dt. 23/07/2020.
- t) Bidders to note the following Government notifications regarding applicable GST for exports:
- a. Notification No. 41/2017 - Integrated Tax (Rate) dt. 23.10.2017 regarding IGST @0.1%
  - b. Notification No. 40/2017 - Central Tax (Rate) dt. 23.10.2017 regarding CGST @0.05%
  - c. Notification no. 1663 dt. 16.11.2017 regarding SGST @0.05%
- u) Sea worthy packing inspection shall be witnessed by BHEL/TPIA.
- v) CIF is not applicable for this package.
- w) Integrity Pact is not applicable.

## Annexure-B

<b>BHEL Drawing No</b>	<b>Drawing Title</b>	<b>Primary/ Secondary</b>	<b>Drg Sch for Vendors</b>	<b>Delivery Terms for Supply Portion</b>
PE-V0-421-568-A002	GA, Foundation details(as required) and Data sheet of Machine / Equipment with detailed BOM	Primary	R-0 within 21 days from PO & subsequent revisions within 10 days of comments received from BHEL. BHEL shall furnish comments/ approval on each submission within 18 days from receipt.	Within Five (05) months from date of CAT-1 approval of Primary drawing/documents or BHEL manufacturing clearance whichever is later.
PE-V0-421-568-A001	Inspection Check List / Manufacturing Quality Plan of machine/equipment	Primary		In case date of CAT-1 approval Primary drawing/documents is later than the date of BHEL manufacturing clearance then delay analysis, any delay in submission/re-submission of Primary drawing/documents shall be reduced from the given delivery period of 05 months. Delay in BHEL's comments/approval beyond 18 days shall also be considered for delay analysis.
PE-V0-421-568-A005	Seaworthy Packing for Equipment	Secondary	R-0 within 14 days from PO & subsequent revisions within 10 days of comments received from BHEL. BHEL shall furnish comments /approval on each submission within 18 days from receipt.	In case BHEL manufacturing clearance date is later than date of cat-1 approval of Primary drawing/documents, then for delay analysis submission/re-submission time of Primary drawing/document shall not be considered.
PE-V0-421-568-A006	Erection Procedure for Workshop Equipment (O&M Stores)	Secondary		
PE-V0-XXX-568-A004	O & M Manual	Secondary		

## 7. 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 at 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.

## 8. 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 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 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 project as per 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.

## 9. Generic

Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.

## 10. 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.

## 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 Seller's 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.

#### 13. **Generic**

While generating invoice in GeM portal, the seller must upload scanned copy of GST invoice and the screenshot of GST portal confirming payment of GST.

## **Disclaimer**

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority 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 ensure 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---**