

Bid Document

Bid Details	
Bid End Date/Time	16-08-2022 15:00:00
Bid Opening Date/Time	16-08-2022 15:30:00
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	10210015-pser
Total Quantity	884
Item Category	High Strength Deformed Steel Bars and Wires for concrete reinforcement - as per IS 1786 (Latest) (Q2)
MSE Exemption for Years of Experience and Turnover	No
Startup Exemption for Years of Experience and Turnover	No
Document required from seller	Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Bid to RA enabled	Yes
RA Qualification Rule	50% Lowest Priced Technically Qualified Bidders
Primary product category	High Strength Deformed Steel Bars and Wires for concrete reinforcement - as per IS 1786 (Latest)
Time allowed for Technical Clarifications during technical evaluation	2 Days
Estimated Bid Value	58344000
Payment Timelines	Payments shall be made to the Seller within 120 days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC)
Evaluation Method	Item wise evaluation

EMD Detail

Required	No
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ePBG Detail

Required	No
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(a). The EMD % will be applicable for each schedule/group selected during Bid creation.

Splitting

Bid splitting not applied.

MII Purchase Preference

MII Purchase Preference	Yes
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MSE Purchase Preference

MSE Purchase Preference	Yes
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1. Preference to Make In India products (For bids < 200 Crore): Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate .In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.

2. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for 25%(selected by Buyer) percentage of total QUANTITY.

3. 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.

4. Reverse Auction would be conducted amongst first 50% of the technically qualified bidders arranged in the order of prices from lowest to highest. Number of sellers eligible for participating in RA would be rounded off to next higher integer value if number of technically qualified bidders is odd (e.g. if 7 bids are technically qualified, then RA will be conducted amongst L-1 to L-4). In case number of technically qualified bidders are 2 or 3, RA will

be between all without any elimination. If Buyer has chosen to split the bid amongst N sellers, then minimum N sellers would be taken to RA round. In case Primary products of only one OEM are left in contention for participation in RA based on lowest 50% bidders qualifying for RA, the number of sellers qualifying for RA would be increased to get at least products of one more OEM (directly participated or through its reseller) if available. Further, if bid(s) of any seller(s) eligible for MSE preference is / are coming within price band of 15% of Non MSE L-1 or if bid of any seller(s) eligible for Make in India preference is / are coming within price band of 20% of non MII L-1, then such MSE / Make in India seller shall also be allowed to participate in the 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	18084000	High Strength Deformed Steel Bars And Wires For Concrete Reinforcement - As Per Is 1786 (latest)	274
Schedule 2	19800000	High Strength Deformed Steel Bars And Wires For Concrete Reinforcement - As Per Is 1786 (latest)	300
Schedule 3	20460000	High Strength Deformed Steel Bars And Wires For Concrete Reinforcement - As Per Is 1786 (latest)	310

High Strength Deformed Steel Bars And Wires For Concrete Reinforcement - As Per IS 1786 (Latest) (274 metric tonne)

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

Brand Type	Registered Brand
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Technical Specifications

[* As per GeM Category Specification](#)

Specification	Specification Name	Bid Requirement (Allowed Values)
Material	Strength Grade of Steel bars and wires	Fe 500D
	Type of steel	Semi-killed, Killed
	Type of Raw Material	virgin
Process	Process of manufacture of Steel	hot rolled steel with controlled cooling and tempering
Dimension	Nominal sizes (diameter) of bars/ wires (mm)	25
	Nominal mass per meter of individual bars/ wires (kgs)	3.85
	Nominal cross- sectional area of individual bars/ wires (sq.mm)	491.1
	Nominal Length of Steel bars (metres)	12

Additional Specification Parameters - High Strength Deformed Steel Bars And Wires For Concrete Reinforcement - As Per IS 1786 (Latest) (274 metric tonne)

Specification Parameter Name	Bid Requirement (Allowed Values)
APPLICABLE IS	IS 1786

* Bidders offering must also comply with the additional specification parameters mentioned above.

Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Sunil Kumar	803213,BARH SITE OFFICE,Ganga Bihar,NTPC Transit Camp, P.O. Barh, Patna Bihar-803213	274	60

High Strength Deformed Steel Bars And Wires For Concrete Reinforcement - As Per IS 1786 (Latest) (300 metric tonne)

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

Brand Type	Registered Brand
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Technical Specifications

[* As per GeM Category Specification](#)

Specification	Specification Name	Bid Requirement (Allowed Values)
Material	Strength Grade of Steel bars and wires	Fe 500D
	Type of steel	Semi-killed, Killed
	Type of Raw Material	virgin
Process	Process of manufacture of Steel	hot rolled steel with controlled cooling and tempering
Dimension	Nominal sizes (diameter) of bars/ wires (mm)	32
	Nominal mass per meter of individual bars/ wires (kgs)	6.31
	Nominal cross- sectional area of individual bars/ wires (sq.mm)	804.6

Specification	Specification Name	Bid Requirement (Allowed Values)
	Nominal Length of Steel bars (metres)	12

Additional Specification Parameters - High Strength Deformed Steel Bars And Wires For Concrete Reinforcement - As Per IS 1786 (Latest) (300 metric tonne)

Specification Parameter Name	Bid Requirement (Allowed Values)
APPLICABLE IS	IS 1786

* Bidders offering must also comply with the additional specification parameters mentioned above.

Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Sunil Kumar	803213,BARH SITE OFFICE,Ganga Bihar,NTPC Transit Camp, P.O. Barh, Patna Bihar-803213	300	60

High Strength Deformed Steel Bars And Wires For Concrete Reinforcement - As Per IS 1786 (Latest) (310 metric tonne)

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

Brand Type	Registered Brand
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Technical Specifications

[* As per GeM Category Specification](#)

Specification	Specification Name	Bid Requirement (Allowed Values)
Material	Strength Grade of Steel bars and wires	Fe 500D
	Type of steel	Killed
	Type of Raw Material	virgin
Process	Process of manufacture of Steel	hot rolled steel with controlled cooling and tempering
Dimension	Nominal sizes (diameter) of bars/ wires (mm)	36
	Nominal mass per meter of individual bars/ wires (kgs)	7.99

Specification	Specification Name	Bid Requirement (Allowed Values)
	Nominal cross- sectional area of individual bars/ wires (sq.mm)	1018.3
	Nominal Length of Steel bars (metres)	12

Additional Specification Parameters - High Strength Deformed Steel Bars And Wires For Concrete Reinforcement - As Per IS 1786 (Latest) (310 metric tonne)

Specification Parameter Name	Bid Requirement (Allowed Values)
APPLICABLE IS	IS 1786
Type of Steel (e.g. Killed/Semi-killed)	Killed/Semi-killed

* Bidders offering must also comply with the additional specification parameters mentioned above.

Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Sunil Kumar	803213,BARH SITE OFFICE,Ganga Bihar,NTPC Transit Camp, P.O. Barh, Patna Bihar-803213	310	60

Buyer Added Bid Specific Terms and Conditions

1. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

ANNEXURE-A

BUYER'S SPECIFIC REQUIREMENT: PROCUREMENT OF REINFORCEMENT STEEL FOR FGD PACKAGE OF 2X660 MW STAGE-II BARH , BIHAR

1. PRE-QUALIFYING REQUIREMENTS:

PRE QUALIFYING CRITERIA

JOB	REINFORCEMENT STEEL FOR FGD PACKAGE OF 2X660 MW STAGE-II BARH , BIHAR
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SL NO	CRITERIA
1.0	FINANCIAL CRITERIA :
	A) BIDDER SHOULD HAVE AVERAGE MINIMUM ANNUAL FINANCIAL TURNOVER OF Rs. 148.33 LACS DURING THREE CONSECUTIVE FINANCIAL YEARS 2018-19, 2019-20 AND 2020-21 AND SHOULD SUBMIT THEIR AUDITED BALANCE SHEET AND PROFIT & LOSS ACCOUNT IN SUPPORT OF THE SAME. B) IN CASE AUDITED BALANCE SHEET AND PROFIT & LOSS ACCOUNT HAS NOT BEEN SUBMITTED FOR THAT THREE CONSECUTIVE YEARS INDICATED ABOVE, THEN THE APPLICABLE FINANCIAL AUDITED STATEMENTS SUBMITTED BY THE BIDDERS AGAINST THE REQUISITE YEARS WILL BE AVERAGED FOR THREE YEARS. C) IF FINANCIAL STATEMENTS ARE NOT REQUIRED TO BE AUDITED STATUTORILY, THEN INSTEAD OF AUDITED FINANCIAL STATEMENTS, FINANCIAL STATEMENTS ARE REQUIRED TO BE CERTIFIED BY CHARTERED ACCOUNTANT.
2.0	TECHNICAL CRITERIA:

2.1	THE BIDDER SHOULD HAVE PREVIOUS EXPERIENCE OF SUPPLYING OF TMT AS PER IS 1786 TO GOVT / PSU/ REPUTED ORGANISATIONS IN LAST THREE YEARS AS ON LAST DATE OF BID SUBMISSION. RELEVANT DOCUMENTS IN SUPPORT OF THE SAME TO BE SUBMITTED.
2.2	THE BIDDER SHOULD HAVE VALID LICENSE FOR MANUFACTURING OF REINFORCEMENT STEEL SUPPORTING DOCUMENTS NEED TO BE SUBMITTED IN SUPPORT OF ABOVE.

NOTES

A	CONSORTIUM BIDDING / JV BIDDING IS NOT ALLOWED.
B	AFTER SATISFACTORY FULLFILMENT OF ABOVE CRITERIA, OFFER SHALL BE CONSIDERED FOR FURTHER EVALUTION AND PARTICIPATION AS PER NIT AND ALL OTHER TERMS OF TENDER. CONSIDERATION OF BIDDER IS SUBJECT TO CUSTOMER'S APPROVAL / ACCEPTANCE.
C	BIDDER SHOULD SUBMIT VALID PAN OF INDIA.

2. **SCOPE OF WORK:**

- a. SUPPLY OF REINFORCEMENT STEEL (TMT : 25 mm , 32mm , 36 mm) FOR 2X660 MW, BARH STAGE- II FGD PROJECT , PATNA BIHAR
- b. UNLOADING OF MATERIALS AT DESTINATION/SITE SHALL BE IN THE BHEL'S SCOPE. HOWEVER, DEMURRAGES ON ACCOUNT OF DELAY IN UNLOADING DUE TO IMPROPER PACKING, NON-AVAILABILITY OF PROPER DUNNAGE, NOT ADHERING TO THE TENDER CONDITIONS AND OTHER REASONS ATTRIBUTABLE TO SUPPLIER, SHALL BE ON SUPPLIER'S ACCOUNT ONLY.

3. **TAXES AND DUTIES:**

- 3.1 The contractor shall pay all taxes, fees, license, charges, deposits, duties, tools, royalty, commissions, other charges, etc. which may be levied on the input goods & services consumed and output goods & services delivered in course of his operations in executing the contract. In case BHEL is forced to pay any of such taxes/duties, BHEL shall have the right to recover the same from his bills or otherwise as deemed fit. However, provisions regarding GST on output supply (goods/service) and

TDS/TCS as per Income Tax Act shall be as per following clauses.

3.2 GST (Goods and Services Tax)

- 3.2.1 GST as applicable on output supply (goods/services) are include in contractor's/supplier's scope; therefore, contractor's/supplier's price/rates shall be inclusive of GST. Reimbursement of GST is subject to compliance of following terms and conditions. BHEL shall have the right to deny payment of GST and to recover any loss to BHEL on account of tax, interest, penalty etc. for non-compliance of any of the following condition.
- 3.2.2 Contractor has to submit GST registration certificate of the concerned state. Contractor also needs to ensure that the submitted GST registration certificate should be in active status during the entire contract period.
- 3.2.3 TDS as applicable under GST law shall be deducted from contractor's bill.
- 3.2.4 Contractor shall comply with the provisions of e-way bill wherever applicable. Further wherever provisions of GST Act permits, all the e-way bills, road permits etc. required for transportation of goods needs to be arranged by the contractor.
- 3.2.5 In the event of any ambiguity in GST law with respect to availability of input credit of GST charged on the invoice raised by the contractor or with respect to any other matter having impact on BHEL, BHEL's decision shall be final and binding on the contractor.
- 3.2.6 In case the vendor is not required to prepare invoice in terms of Rule 48(4), a declaration regarding the same to be submitted along with the invoice.

3.3 Income Tax:

TDS U/S 194Q as applicable under Income Tax Act, 1961 or rules made thereunder shall be deducted from contractor's bill.

4. MODE OF DISPATCH & ROAD PERMIT:

Mode of dispatch has been indicated in the indent.: Through Rail/Road E-way bill / road permit (if applicable) to be arranged by supplier.

Delivery schedule: All the Goods or Services in the GeM shall be offered on Free Delivery at Site basis within 60 from the date of LC establishment.

5. QUANTITY TOLERANCE: +/- 10%.

6. WEIGHMENT TOLERANCE: 70 kg per trailer load.

7. PAYMENT TERMS:

120 days Usance LC (by Negotiation) as per following terms & conditions:

- i. 120 days Usance LC (Irrevocable) reckoned from the date of submission of documents at Beneficiary bank. Opening charges and retirement charges to BHEL's account, all other charges to supplier's account.
- ii. LC extension charges would be borne by party for which delay has occurred,
- iii. Item- wise / full LC to be opened within 21 days from the date of PO,
- iv. The last shipment date shall be 60 days from date of LC establishment .
- v. Actual Weight of material as per MRC / SRV will be considered for payment,
- vi. Negotiation period is maximum 21 days from the date of shipment.
- vii. Negotiable documents shall be restricted to bidder:
 - a) GST Invoice in one original, b) Original copy of Lorry Receipt (LR)/Railway Receipt (RR), as applicable & c) Manufacturer's Factory Test certificate in one original.
 - viii. Documents to be submitted for payment / BOE clearance (if applicable) in addition to the LC negotiable documents:
 - a) Copies of GST Invoice, b) Copy of letter, addressed to insurance company intimating dispatch, c) Challan / LR . d) Declaration of full GST Credit to BHEL.
 - ix. For suppliers whoever is requesting for confirmation/acceptance to BOE (Bill of Exchange), acceptance to BOE shall be provided in 21 days from receipt of material at site, as applicable and receipt of above documents complete in all respect. Acceptance value shall be the actual payable value. Discounting of bills may be done by suppliers on their own.
 - x. LC shall necessarily mention about LD applicability as per PO, quantity tolerance including LC value tolerance, GST on LD, TDS as per GST Act etc. For any difference in billing, weigh shortage, rejections etc., Credit/Debit note shall be obtained from supplier. Preferably draft of LC may be shared with suppliers for first time/case to avoid any issues at later stage/ LC amendments.
 - xi. LC to be opened for full / item-wise value of PO including GST but excluding TDS (GST TDS & IT TDS). Partial negotiation, partial shipments and transhipments shall be allowed.
- xii. Paying Authority: AGM / Finance, BHEL-PSER Kolkata,
- xiii. Any Interest if levied thereon for reasons elaborated in Tax clause of the tender which is not attributable to BHEL will be recovered from the Final Payment / Retention.

xiv. No advance shall be paid.

“ONE SET COPY OF BOE SUBMITTED DOCUMENT AT NEGOTIATING BANK’S COUNTER ALONG WITH OTHER DOCUMENTS REQUIRED AS MENTIONED ABOVE IN PAYMENT TERMS FOR PAYMENT / BOE CLEARANCE TO BE SUBMITTED TO PURCHASE DEPT, BHEL-PSER, KOLKATA.”

8. DOCUMENTS REQUIRED ALONG WITH DISPATCH OF MATERIAL (Billing Documents):

The following documents are required with dispatch:

- 1.** Original Tax Invoice.
- 2.** Copy of LR.
- 3.** Test Certificate.

9. CONSIGNEE DETAILS:

CONSTRUCTION MANAGER
3X660 MW STAGE 01 & 2X660 MW STAGE 02
BARH FGD SITE
GANGA BIHAR, NTPC TRANSIT CAMP,
PO- BARH, PATNA,
BIHAR – 803213

10. PORTAL ADDRESS & EMAIL ADDRESS:

sumanta@bhel.in, sunil.kr@bhel.in & htripathi@bhel.in

11. GOLDEN PARAMETERS:

SL NO	DESCRIPTION	Technical Parameters (TMT)		
		25 MM	32 MM	36 MM
1	Strength Grade of Steel Bars And Wires.	FE 500D of IS 1786		
2	Nominal cross-Section Area of Individual Bars: Wires (Sq. MM)	491.1	804.6	1018.3
3	Nominal Length of Steel Bars (Metres)	12		

4	Type of Steel (e.g. Killed/Semi-killed)	Killed/Semi-killed		
5	Type of Raw Material (e.g. virgin/any)	Virgin		
6	Process of Manufacture of Steel	Hot rolled steel with controlled cooling and tempering		
7	Nominal Mass Per Meter of Individual Bars: Wires(Kgs)	3.85	6.31	7.99
8	Nominal Sizes (Diameter) of Bars:: Wires (mm)	25	32	36

12.INPUT DETAILS FOR INVOICE:

DETAILS	CUSTOMER NAME [INVOICED TO]	CONSIGNEE NAME [SHIPPED TO]	PAYING AUTHORITY
Address Line 1	BHARAT HEAVY ELECTRICALS LIMITED	BHARAT HEAVY ELECTRICALS LIMITED	AGM (FINANCE)
Address Line 2	2X660 MW BARH SITE	2X660 MW BARH SITE	Bharat Heavy Electricals Limited
Address Line 3	GANGA BIHAR, NTPC TRANSIT CAMP	GANGA BIHAR, NTPC TRANSIT CAMP	9/1-DJ, SECTOR-II

Address Line 4	P.O. - BARH	P.O. - BARH	SALT LAKE CITY	13 .INSURANCE Transit insurance shall be in BHEL's scope. Successful bidder shall timely intimate dispatches/ discrepancy during contract operation, to the underwriter. The name and detail of the underwriter and Policy number are as under: Name of the underwriter: The Oriental Insurance Company Limited. Insurance Policy No:
Address Line 5	PATNA	PATNA	KOLKATA	
PINCODE	803213	803213	700091	
STATE	BIHAR	BIHAR	West Bengal	
COUNTRY	INDIA	INDIA	INDIA	
CONTACT PERSON	Mr. Anuruddha Sarkar			
DESIGNATION	Dy. General Manager (Purchase)			
IT PAN NO	AAACB4146P	AAACB4146P		
GST registration no	10AAACB414 6P1ZU	10AAACB414 6P1ZU		

212800/21/2019/17

**E mail ID: CMKOTNALA@ORIENTALINSURANCE .CO.IN ,
Phone No : 011-23322930**

- II. Contractor shall report to BHEL in writing any damages to material during transit and on receipt. The above report shall be as prescribed by BHEL site management. Any consequential loss arising out of non-compliance of this stipulation will be borne by contractor.
- III. For lodging/ processing of insurance claim the contractor will submit necessary documents. BHEL will reserve the right to recover the loss from the contractor as detailed below in case the damage/loss is due to negligence/ carelessness on the part of the contractor. In case of theft of material under contractor's custody, the same shall be reported to police by the contractor immediately and copy of FIR and subsequently police investigation report shall be submitted to BHEL/ customer for taking up with insurance. However, this will not relieve the contractor of his contractual obligation for the materials in his custody.
- IV. In case the damage/loss/theft of materials are attributable to negligence/failure in discharging the duties and obligations of the contractor, the expenses incurred for repair/replacement of such materials in excess of the amount realized from the underwriters, limited to Normal

Excess (Deductible Franchise) shall be recovered from the contractor.

14. ORDER OF PRECEDENCE:

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In case of contradiction / conflict, the order of precedence shall be in the order as per below;

- a) Buyer specific ADDITIONAL TERMS AND CONDITIONS against GeM Bid issued
- b) GeM Bid
- c) General Terms and Conditions on GeM.

2. Scope of Supply

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

3. Generic

Buyer Organization specific Integrity Pact shall have to be complied by all bidders. Bidders shall have to upload scanned copy of signed integrity pact as per Buyer organizations policy along with bid. [Click here to view the file](#)

4. Generic

Bidder shall submit the following documents along with their bid for Vendor Code Creation:

- a. Copy of PAN Card.
- b. Copy of GSTIN.
- c. Copy of Cancelled Cheque.
- d. Copy of EFT Mandate duly certified by Bank.

5. Generic

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

6. Generic

Without prejudice to Buyer's right to price adjustment by way of discount or any other right or remedy available to Buyer, Buyer may terminate the Contract or any part thereof by a written notice to the Seller, if:

- i) The Seller fails to comply with any material term of the Contract.
- ii) The Seller informs Buyer of its inability to deliver the Material(s) or any part thereof within the stipulated Delivery Period or such inability otherwise becomes apparent.
- iii) The Seller fails to deliver the Material(s) or any part thereof within the stipulated Delivery Period and/or to replace/rectify any rejected or defective Material(s) promptly.
- iv) The Seller becomes bankrupt or goes into liquidation.
- v) The Seller makes a general assignment for the benefit of creditors.
- vi) A receiver is appointed for any substantial property owned by the Seller.
- vii) The Seller has misrepresented to Buyer, acting on which misrepresentation Buyer has placed the Purchase Order on the Seller.

7. 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.

8. Certificates

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

9. Purchase Preference (Centre)

Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for percentage of 25% of total value.

10. Purchase Preference (Centre)

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

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

- i. In case of foreign bidder, certificate from the statutory auditor or cost auditor of their own office or subsidiary in India giving the percentage of local content is also acceptable. In case office or subsidiary in India does not exist or Indian office/subsidiary is not required to appoint statutory auditor or cost auditor, certificate from practicing cost accountant or practicing chartered accountant giving the percentage of local content is also acceptable.
- ii. Along with Each Invoice: The local content certificate (issued by statutory auditor on behalf of procuring company) shall be submitted along with each invoice raised. However, the % of local content may vary with each invoice while maintaining the overall % of local content for the total work/purchase of the pro-rata local content requirement. In case, it is not satisfied cumulatively in

- the invoices raised up to that stage, the supplier shall indicate how the local content requirement would be met in the subsequent stages.
- iii. The bidder shall submit an undertaking from the authorized signatory of bidder having the Power of Attorney along with the bid stating the bidder meets the mandatory minimum LC requirement and such undertaking shall become a part of the contract.

Disclaimer

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 specifications 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. Also, GeM does not permit collection of Tender fee / Auction fee in case of Bids / Forward Auction as the case may be. Any stipulation by the Buyer seeking payment of Tender Fee / Auction fee through ATC clauses would be treated as null and void.

[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---