



Bid Number/बोली क्रमांक (बिड संख्या): GEM/2023/B/3472101 Dated/दिनांक : 31-05-2023

# Bid Document/ बिड दस्तावेज़

| Bid Details/बिङ विवरण  |   |
|--|---|
| Bid End Date/Time/बिड बंद होने की तारीख/समय  | 05-06-2023 12:00:00   |
| Bid Opening Date/Time/बिड खुलने की<br>तारीख/समय  | 05-06-2023 12:30:00   |
| Bid Offer Validity (From End Date)/बिड पेशकश<br>वैधता (बंद होने की तारीख से)   | 90 (Days)   |
| Ministry/State Name/मंत्रालय/राज्य का नाम  | Ministry Of Heavy Industries And Public Enterprises   |
| Department Name/विभाग का नाम   | Department Of Heavy Industry  |
| Organisation Name/संगठन का नाम   | Bharat Heavy Electricals Limited (bhel)   |
| Office Name/कार्यालय का नाम  | 10210015-pser   |
| Total Quantity/कुल मात्रा  | 5000  |
| ltem Category/मद केटेगरी   | Ammonia, liquor / Ammonium Hydroxide as per IS : 799 (Q2)   |
| MSE Exemption for Years of Experience and<br>Turnover/ अनुभव के वर्षों से एमएसई छूट  | No  |
| Startup Exemption for Years of Experience<br>and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट  | No  |
| Document required from seller/विक्रेता से मांगे<br>गए दस्तावेज़  | Experience Criteria, Bidder Turnover, 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/बिड से रिवर्स नीलामी सक्रिय किया   | Yes   |
| RA Qualification Rule  | H1-Highest Priced Bid Elimination   |
| ITC available to buyerक्रेता के लिए उपलब्ध<br>आईटीसी   | Yes   |
| Type of Bid/बिंड का प्रकार   | Two Packet Bid  |
| Time allowed for Technical Clarifications<br>during technical evaluation/तकनीकी मूल्यांकन के<br>दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय | 2 Days  |

| Bid Details/बिड विवरण   |  |
|---|--|
| Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM) | No   |
| Payment Timelines   | Payments shall be made to the Seller within <b>45</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) |
| Evaluation Method/मूल्यांकन पद्धति  | Total value wise evaluation  |
| Evaluation Method/मूल्यांकन पद्धति  EMD Detail/ईएमडी विवरण                                  | Total value wise evaluation  |

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|-----|--------------------|------|
| ш   |                    |      |
| ш   | B                  | l    |
| ш   | Required/आवश्यकता  | No   |
| ш   | Required/Silatanti | 1110 |
| 1 1 |                    |      |

#### ePBG Detail/ईपीबीजी विवरण

| Required/आवश्यकता | No |
|-------------------|----|

# Splitting/विभाजन

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

#### MII Purchase Preference/एमआईआई खरीद वरीयता

| 1 6 |  |    |
|-----|--|----|
|     | MII Purchase Preference/एमआईआई खरीद वरीयता | No |

#### MSE Purchase Preference/एमएसई खरीद वरीयता

| Ιľ |   |     | 1 |
|----|---|-----|---|
|    | MSE Purchase Preference/एमएसई खरीद वरीयता | Yes |   |
| Ш  | <u> </u>                                  | · I | ı |

- 1. 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 %(selected by Buyer) percentage of total OUANTITY.
- 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 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.

- 3. Short Duration Bid has been published by the Buyer with the approval of the Competent authority due to Emergency procurement of critical products/services.
- 4. Reverse Auction would be conducted amongst all the technically qualified bidders except the Highest quoting bidder. The technically qualified Highest Quoting bidder will not be allowed to participate in RA. However, H-1 will also be allowed to participate in RA in following cases:
  - i. If number of technically qualified bidders are only 2 or 3.
  - ii. If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.
  - iii. In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
  - iv. If L-1 is non-MSE and H-1 is eligible MSE and H-1 price is coming within price band of 15% of Non-MSE L-1
  - v. If L-1 is non-MII and H-1 is eligible MII and H-1 price is coming within price band of 20% of Non-MII L-1

## Ammonia, Liquor / Ammonium Hydroxide As Per IS: 799 (5000 liter)

#### Technical Specifications/तकनीकी विशिष्टियाँ

\* As per GeM Category Specification/जेम केटेगरी विशिष्टि के अनुसार

| Specification       | Specification Name/विशिष्टि का<br>नाम  | Bid Requirement/बिंड के लिए आवश्यक (Allowed<br>Values)/अनुमत मूल्य |
|---------------------|--|--|
| Description         | Grades   | Analytical reagent grade   |
| Test Report Details | Availability of Test Report from<br>Central Govt/NABL/ILAC<br>accredited lab to prove<br>conformity to specification | Yes  |
|                     | Test Report to be submitted to<br>the Buyer on Demand write NA<br>if Test report is not available                    | Yes  |
| Packing             | Packing Size   | 25.0 (liter)   |

# Additional Specification Parameters - Ammonia, Liquor / Ammonium Hydroxide As Per IS : 799 ( 5000 liter )

| Specification Parameter<br>Name | Bid Requirement (Allowed Values)                                |  |
|---------------------------------|---|--|
| Grade                           | ANALYTICAL GRADE - 25% Concentration (percent by mass, min 25%) |  |

<sup>\*</sup> Bidders offering must also comply with the additional specification parameters mentioned above.

#### Input Tax Credit(ITC)/इनपुट कर क्रेडिट(आईटीसी) and/ तथा Reverse Charge(RCM)/रिवर्स प्रभार (आरसीएम) Details

| ITC on GST/जीएसटी पर इनपुट कर क्रेडिट | ITC on GST Cess/जीएसटी उपकर कर क्रेडिट |  |
|---------------------------------------|--|--|
| 100%                                  | 100%                                   |  |

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

| s | .No./क्र.<br>सं. | Consignee<br>Reporting/Officer/<br>परेषिती/रिपोर्टिंग<br>अधिकारी | Address/पता  | Quantity/मात्रा | Delivery Days/डिलीवरी के<br>दिन |
|---|------------------|--|--|-----------------|---------------------------------|
| 1 |                  | Anirban Mukherjee  | 700091,DJ - 9/1 ,Karunamoyee<br>, Sector 2 , Salt lake | 5000            | 30                              |

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

# 1. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

# **PRE QUALIFIYING CRITERIA**

| SL NO | CRITERIA  |  |
|-------|---|--|
| 1.0   | FINANCIAL CRITERIA:   |  |
| 1.1   | BIDDER SHOULD HAVE AVERAGE MINIMUM ANNUAL FINANCIAL TURNO VER OF <b>Rs. 0.487 Lakh</b> DURING THREE CONSECUTIVE FINANCIAL YE ARS 2019-20, 2020-21 AND 2021-22 HAVING POSITIVE NET WORTH AS ON LATEST AUDITED ACCOUNTS AS SUBMITTED FOR SL. 1.3.                     |  |
| 1.2   | BIDDER MUST HAVE EARNED PROFIT IN ANY ONE OF THE THREE CONS ECUTIVE FINANCIAL YEARS 2019-20, 2020-21 AND 2021-22. AUDITED BALANCE SHEET AND PROFIT & LOSS ACCOUNT OF THE COMPANY FOR THE ABOVE MENTIONED FINANCIAL YEARS, NEED TO BE SUBMITTED IN SUPPORT OF ABOVE. |  |
| 1.3   | IN CASE AUDITED BALANCE SHEET AND PROFIT & LOSS ACCOUNT HAS NOT BEEN SUBMITTED FOR ALL 3 YEARS INDICATED ABOVE THEN THE APPLICABLE FINANCIAL AUDITED STATEMENTS SUBMITTED BY THE BID DERS AGAINST THE REQUISITE THREE YEARS, WILL BE AVERAGED FOR THREE YEARS.      |  |
| 1.4   | IF FINANCIAL STATEMENTS ARE NOT REQUIRED TO BE AUDITED STATU TORILY, THEN INSTEAD OF AUDITED FINANCIAL STATEMENTS, FINANCI AL STATEMENTS ARE REQUIRED TO BE CERTIFIED BY CHARTERED ACC OUNTANT.   |  |
| 2.0   | TECHNICAL CRITERIA:   |  |

| 2.1 | THE BIDDER SHOULD HAVE PREVIOUS EXPERIENCE OF <b>SUPPLYING Q</b> UANTITY EQUIVALENT TO 1500.00 KG OF ANALYTICAL AMMONI  A TO GOVT./ PSU/ REPUTED ORGANISATIONS FOR ANY POWER PLANT/I  NFRASTRUCTURE PROJECT IN LAST THREE YEARS AS ON LAST DATE OF  BID SUBMISSION.  BIDDER SHALL HAVE TO SUBMIT RELEVANT DOCUMENTS IN SUPPORT  OF THE SAME |
|-----|---|
|-----|---|

| 3.0 | GENERAL  |
|-----|--|
| А   | CONSORTIUM BIDDING/JV BIDDING IS NOT ALLOWED.  |
| В   | IN CASE THE JOB IS UNDER EXECUTION/ ONGOING JOB, THE VALUE OF EXECUTED PORTION OF THE JOB SHALL AT LEAST CORRESPOND TO THE RESPECTIVE VALUES SPECIFIED ABOVE EVEN IF THE CONTRACT HAS NOT BEEN COMPLETED OR CLOSED.                                    |
| С   | AFTER SATISFACTORY FULFILLMENT OF ALL ABOVE CRITERIA, OFFER S HALL BE CONSIDERED FOR FURTHER EVALUATION & PARTICIPATION AS PER NIT & ALL OTHER TERMS OF TENDER, ALONG WITH ACCEPTANCE/APPROVAL OF BIDDER BY CUSTOMER.                                  |
| D   | FOR DOMESTIC TENDER, BIDDER SHOULD SUBMIT VALID PERMANENT ACCOUNT NUMBER (PAN).  |
| E   | THE VENDOR SHOULD HAVE ACHIEVED THE CRITERIA SPECIFIED IN THE PRE-QUALIFICATION CRITERIA, EVEN IF THE CONTRACT HAS NOT BEEN COMPLETED OR CLOSED. THE SUPPLIED QUANTITY MAY BE CONSIDE REED AGAINST SINGLE/MULTIPLE PO TO MEET THE ABOVE PQ REQUIREMENT |

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# **Technical Specifications & Special condition of contract**

- 1. AMMONIA ANALYTICAL GRADE (25%) -IS:799/1985 (Reaffirmed 2021)
- 2. **Contract Validity Period** The Contract Validity Period shall be for a period of 30 days from the date of PO.
- 3. Material shall be dispatched within 7 days from the date of issuance of MDCC from BHEL/BIFPCL. Manufacturer test certificate shall be submitted within 7 days of written intimation received from BHEL & MDCC shall be issued based on submission of Test Certificate of Manufacturer/Lab test re port. No material should be dispatched before getting MDCC from BHEL/Customer.

- 4. The Customer and/or BHEL may depute their representative for witnessing the test. The tests are to be conducted at a lab recommended by BHEL/Customer or consultant before dispatch. Sample collection for the same may be done in presence of Customer/BHEL. However, the concentration of the chemical may again be verified at site. In case concentration found lower/less as per the re quirement, the successful bidder to replace the same within 10 days failing which BHEL reserves the right to procure the same at the risk & cost of successful bidder.
- Test certificate along with manufacturing report containing manufacturing date, shelf-life period (min 1 year) from the date of dispatch of chemical and expiry date shall be submitted for the issue of MDCC.
- 6. MSDS, Test certificate, manufacturing report to be furnished along with supply.
- 7. Entire quantity shall be supplied through Carboys (25 ltr). Carboys must be packed in wooden bo x/pallet for ease of transportation.
- 8. Transit insurance shall be borne by BHEL. Successful bidder shall send insurance intimation to BHEL insur er before dispatch of material along with copy of invoice, LR/RR/GR & packing list immediately after dispatch
  - 9. Quantity Variation:  $\pm$  5 % of the total order value.
  - 10. Evaluation: Evaluation shall be done on "All-inclusive TOTAL F.O.R Destination Price excluding GS T & Transit Insurance (INR)". Bidder must quote price inclusive of all the taxes (except GST), Packing charges, Transportation upto delivery address etc.
  - 11. Ultimate Customer: Managing Director

BANGTADESH INDIA FRIENDSHIP POWER CO PVT TTD

Level 17, Broak Unique Height 117, kazi Nazrul Islam Avenu Eskator Garde n Dhaka 1217, Bangladesh

#### **NOTIFIED TO:**

DGM (C&M), BANGLADESH-INDIA FRIENDSHIP POWER COMPANY (PVT.) LIMITE D, Level 17, Broak Unique Height 117, kazi Nazrul Islam Avenu Eskator Garden Dhaka 1217, Bangladesh

12. Bill To/ Consignee: -

Sri Anirban Mukherjee (Dy. Mgr/ Maitree Cell)

### **BHARAT HEAVY ELECTRICALS LTD**

BHEL Bhawan, Plot No DJ - 9/1, Sector II, Salt Lake City,

Kolkata - 700091

13. Delivery Address:

BHARAT HEAVY ELECTRICALS LTD. C/O

KOLKATA PORT, NETAJI SUBHAS DOCK/KPT DOCK,

KOLKATA, PIN CODE-700043

- 14. Way bill: By Vendor
- 15. PVC, ORC & Rate Revision Not Applicable
- 16. Paying Authority:

AGM/Finance

Bharat Heavy Electricals Ltd.,

Power Sector Eastern region, BHEL Bhawan, Plot No. DJ - 9/1, Sec-II, Karunamoyee, Salt Lake, Kolkata, We st Bengal-700091, India.

17. Each package should have the following inscriptions legibly and clearly:

Destination: MSTPP/ Bangladesh

Package number: BHEL/MTR/BD/PSER/XXXX/YYYY; Where: XXXX stands for vendor name/co

de and YYYY stands for package sl. no.

Gross and Net weight:

Handling marks: and

Delivery marking: BIFPCL, 2X660MW MSTPP, BANGLADESH.

EPC SUCCESSFUL BIDDER: BHEL. INDIA

#### 18. PAYMENT TERMS:

- a) 100% of Payment shall be released within 45 days against receipt of materials, from the date of submission of the following documents -
- 1. Indian GST complaint Invoice in original, duplicate & triplicate
- 2. Material Dispatch Clearance Certificate (MDCC)
- 3. Original copy of Lorry Receipt (LR)/ Railway Receipt (RR) in India (With signature of recipient)
- 4. Copy of Insurance intimation
- 5. Packing List in 3 (three) originals
  - b) GST portion of the bill shall be paid on receipt of the following documents:
    - 1. Such invoice appearing in GSTR-2A of BHEL on filing of valid returns by vendor as per GST la w within timeline prescribed for availing ITC by BHEL, and
    - 2. Receipt of goods / services and Tax invoice by BHEL, and
  - 3. Confirmation of payment of GST input credit made available to BHEL by vendor on GST Porta I.
  - c) Payment shall be made from BHEL PSER Kolkata/HQ in INR. No advance shall be paid. Payment shall be made on the basis of actual quantity of material received at delivery location.

#### 19. LIQUIDATED DAMAGE (LD):

Subject to force majeure, if vendor fails to supply material as per aforesaid completion period, BHEL shall have the right to recover as penalty as below:

Penalty on delay in supply will be applicable to the delays attributable to the vendor. The rate of penalty shall be @0.5% per week of delayed material value (For which written intimation has been sent from BHEL) as applicable subject to maximum of 10% of total PO value.

| 20.1   | Indian GST:  |
|--------|--|
| 20.1.1 | All taxes excluding GST along with Cess (as applicable) but including, Charges, Royalties, any State or Central Levy and other taxes for materials if any obtained for the work and for execution of the contract shall be borne by you and shall not be payable extra by BH EL. |
|        | Any increase of above at any stage during execution of contract, i ncluding extension of the contract, shall have to be borne by you. Your accepted rates/ price shall be inclusive of all such requiremen ts.   |
| 20.1.2 | GST along with Cess (as applicable) legally leviable & payable by y ou as per GST Law, shall be paid by BHEL, extra. Hence, you shall n ot include GST along with Cess (as applicable) in your accepted rat es/ price.   |
| 20.1.3 | You shall furnish proof of GST registration with GSTN Portal covering the services under this contract. Registration should also bear endorsement for the premises from where the billing shall be done by you on BHEL for this project/ work.                                   |
| 20.1.4 | Since GST on output will be paid by BHEL separately as enumerate d above, your accepted rates/ price should be after considering the Input Credit under GST law at your end.   |
| 20.1.5 | TDS under Income Tax shall be deducted at prevailing rates on gro ss invoice value from the running bills (RA bills) unless exemption certificate from the appropriate authority/ authorities is furnished.  |
| 20.1.6 | TDS under GST shall be deducted at applicable rates on gross invoi ce value from the running bills (RA bills).   |
| 20.1.7 | You shall note that GST Tax Invoice complying with GST Invoice Ru les (Section 31 of GST Act & Rules referred thereunder) wherein the 'Bill To' details shall encompass following.   |
|        | BHEL GSTN- 19AAACB4146P1ZC   |
|        | Name- BHARAT HEAVY ELECTRICALS LIMITED   |
|        | Address- Power Sector Eastern Region,  |
|        | Plot No. 9/1, DJ- Block, Sector II   |
|        | Salt Lake City, Kolkata -700 091   |

| 20.1.8  | You shall intimate immediately on the day of removal of goods (in case of any supply of goods) to BHEL along with all relevant details and send a scanned copy of Tax Invoice to BHEL through following communication mode for enabling BHEL to meet its GST related compliances.  |
|---------|--|
|         | Portal address- Shall be intimated later   |
|         | and  |
|         | Email address - Shall be intimated later.  |
|         | Specific details of above shall be intimated to you by BHEL at appr opriate juncture.  |
| 20.1.9  | In case of delay in submission of above mentioned documents on the date of dispatch, BHEL may incur penalty/interest for not adhering to Invoicing Rules under GST Law. The same will be liable to be recovered from you, in case such delay is not attributable to BHEL.  |
| 20.1.10 | In case of raising any Supplementary Tax Invoice (Debit/ Credit No te), you shall issue the same containing all the details as referred t o in Section 34 read with Section 31 of GST Act & Rules referred th ere under.   |
| 20.1.11 | You shall comply with the Time Limit prescribed under the GST Law and rules thereof for raising of the Tax Invoice. If any supply of go ods is applicable, you shall also ensure prompt delivery of goods a fter despatch.   |
| 20.1.12 | You shall note that in case GST credit is delayed/ denied to BHEL d ue to delayed/ non receipt of goods and/ or Tax Invoice or expiry o f the timeline prescribed in GST Law for availing such ITC, or any o ther reasons, not attributable to BHEL, GST amount shall be recove rable from you along with interest levied/ leviable on BHEL, as the case may be.   |
| 20.1.13 | You shall upload the invoices raised on BHEL in GSTR-1 within the prescribed time as given in the GST Act. You shall note that in case of delay in declaring such invoice in your return and GST credit av ailed by BHEL is denied or reversed subsequently as per GST Law, GST amount paid by BHEL towards such ITC reversal as per GST law shall be recoverable from you along with interest levied/ leviable on BHEL. |

| 20.1.14 | You, however, must ensure that the reduced/ concessional rate of GST as applicable for penultimate exporter vide Notification No. 41/2017-Integrated Tax (Rate) dtd. 23-10-2017, Notification No. 40 /2017-Central Tax (Rate) dtd. 23-10-2017 or similar Notification iss ued by any State/ Union Territory GST Authority is levied along with all the necessary compliances. The documents/ undertaking required for availing concessional rate of GST shall be made available by BHEL to you before, during or after export of goods from India. |
|---------|--|
| 20.1.15 | Way Bill: You shall arrange for way bill/ e-way bill for any transfer of goods for the execution of the contract.  You have to make your own arrangement at your cost for completing the formalities, if required, with Issuing Authorities, for bringing materials, plants & machinery at site for execution of the works under this contract, Road Permit/ Way Bill, if required, shall be arranged by you and BHEL will not supply any Road Permit/ Way Bill for this purpose.  |
| 20.1.16 | Any new taxes & duties, if imposed subsequent to due date of offe r submission as per NIT & TCN, by statutory authority during contr act period (including extension, if the same is not attributable to y ou), shall be reimbursed by BHEL on production of relevant supporting document to the satisfaction of BHEL. However, you sh all obtain prior approval from BHEL before depositing new taxes an d duties.  |
| 20.1.17 | Benefits and/ or abolition of all existing taxes must be passed on to BHEL against new taxes, if any, proposed to be introduced at a lat er date.  |

#### 2. 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 %.

# 3. **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.

### 4. Generic

For hazardous chemical/item, all precautionary measure as per regulation from the point of transportation/ handling/ storage/ safety/ health/ environment to be undertaken/ specified before

dispatch. During dispatch, proper symbol for the hazard/ MSDS/ Batch No./ date of manufacturing/ Gross Weight/ Net Weight/ shelf Life etc are to be written/ printed/ pasted on the body of the packing.

#### 5. Generic

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

#### 6. Generic

Shelf Life: The Product/Spare parts to be supplied as part of the services must have minimum

1 year

Shelf Life. On the date of supply, minimum

1 vear

usable shelf life should be available / balance.

#### 7. 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.

#### 8. Scope of Supply

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

#### 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 100% of total value.

# Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. Any clause(s) incorporated by the Buyer regarding following shall be treated as null and void and would not be considered as part of bid:-

- 1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
- 2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
- 3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
- 4. Creating BoQ bid for single item.
- 5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
- 6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
- 7. Floating / creation of work contracts as Custom Bids in Services.
- 8. Seeking sample with bid or approval of samples during bid evaluation process.

- 9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
- 10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
- 11. Creating bid for items from irrelevant categories.
- 12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
- 13. Reference of conditions published on any external site or reference to external documents/clauses.
- 14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

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

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./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो।बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।

---Thank You/धन्यवाद---