



Bid Number/बोली क्रमांक (बिड संख्या): GEM/2023/B/4277242

Dated/दिनांक : 01-12-2023

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	12-12-2023 18:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	12-12-2023 18:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	120 (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	10340020-tbg, Noida
Total Quantity/कुल मात्रा	7
Item Category/मद केटेगरी	SUPPLY- REACTORS: ELECTRODE LINE IMPEDANCE SUPERVISION REACTOR O. 5MH, 2000A, 130KV BIL, 10KA THERMAL (Q3) , SERVICES- REACTORS: SUPERVISION OF ETC OF ELECTRODE LINE IMPEDANCE SUPERVISION REACTOR O. 5MH, 2000A, (Q3) , SPARES- REACTORS: POST INSULATOR SUITABLE FOR ELIS REACTOR (Q3)
MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट	No
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	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/बिड से रिवर्स नीलामी सक्रिय किया	Yes
RA Qualification Rule	H1-Highest Priced Bid Elimination
Type of Bid/बिड का प्रकार	Two Packet Bid
Primary product category	SUPPLY- REACTORS: ELECTRODE LINE IMPEDANCE SUPERVISION REACTOR O. 5MH, 2000A, 130KV BIL, 10KA THERMAL
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के 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 90 days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC)
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation

EMD Detail/ईएमडी विवरण

Required/आवश्यकता	No
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ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)	10.00
Duration of ePBG required (Months) / ईपीबीजी की अपेक्षित अवधि (महीने).	67

(a). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

Beneficiary/लाभार्थी :

TBG

Bharat Heavy Electricals Limited (BHEL), 5th floor Sector 16 A Film City Noida (U.P.)- 201301
(Bharat Heavy Electricals Limited)**Splitting/विभाजन**

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

Reserved for Make In India products

Reserved for Make In India products	Yes
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MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. Bid reserved for Make In India products: : Procurement under this bid is reserved for purchase from Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time

and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. However, eligible micro and small enterprises will be allowed to participate. The minimum local content to qualify as a class 1 local supplier is denoted in the bid document. All bidders must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which the bid is liable to be rejected. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020 . In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.

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 100%(selected by Buyer) percentage of total QUANTITY. The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023 [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

3. 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:

- If number of technically qualified bidders are only 2 or 3.
- If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.
- In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
- 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
- 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

SUPPLY- REACTORS: ELECTRODE LINE IMPEDANCE SUPERVISION REACTOR O. 5MH, 2000A, 130KV BIL, 10KA THERMAL (2 pieces)

(Minimum 60% Local Content required for qualifying as Class 1 Local Supplier)

Technical Specifications/तकनीकी विशिष्टियाँ

Buyer Specification Document/क्रेता विशिष्टि दस्तावेज़	Download
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Consignees/Reporting Officer/प्रेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/प्रेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Rajiv Kumar Lal	421401, Survey No. 110 at Village Malegaon, Tal. Murbad, Distt: Thane-421 401	2	133

**SERVICES- REACTORS: SUPERVISION OF ETC OF ELECTRODE LINE IMPEDANCE
SUPERVISION REACTOR O. 5MH, 2000A, (4 day)**

(Minimum 60% Local Content required for qualifying as Class 1 Local Supplier)

Technical Specifications/तकनीकी विशिष्टियाँ

Buyer Specification Document/क्रेता विशिष्टि दस्तावेज़	Download
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Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Rajiv Kumar Lal	421401, Survey No. 110 at Village Malegaon, Tal. Murbad, Distt: Thane-421 401	4	133

SPARES- REACTORS: POST INSULATOR SUITABLE FOR ELIS REACTOR (1 pieces)

(Minimum 60% Local Content required for qualifying as Class 1 Local Supplier)

Technical Specifications/तकनीकी विशिष्टियाँ

Buyer Specification Document/क्रेता विशिष्टि दस्तावेज़	Download
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Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Rajiv Kumar Lal	421401, Survey No. 110 at Village Malegaon, Tal. Murbad, Distt: Thane-421 401	1	133

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

1. Generic

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

2. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

1.	BHEL Contact (Technical):
	For any technical clarification , please contact Mr. Jintu Gogoi, Manager (TBE M). Contact No. 0120-674-8527; e-mail: jintugogoi@bhel.in
2.	BHEL Contact (Commercial):
	For any commercial clarification , please contact Mr. Deep Shekhar Dewangan, Dy. Manager (TBMM). Contact No. 0120-674-8450; e-mail: dsdewangan@bhel.in
3.	Terms of Payment:
	[A] Payment for Supply i) 95% of payment along with 100% GST & F&I shall be made within 45 days for MSE (Micro & Small Enterprises) / within 60 days for Medium Enterprises / within 90 days for non MSME suppliers from the date of receipt of complete invoice along with documents in 3 sets (original + 2 copies) as follows: <ul style="list-style-type: none">· LR / GR duly endorsed by BHEL Site Official.· CRAC (consignee receipt-cum-acceptance certificate) / MRC· GST Compliant Tax Invoice· Packing List (Case-wise)· Copy of Transit Insurance Certificate from underwriters.· Material Inspection Clearance Certificate (MICC) issued by BHEL Quality Management· Guarantee Certificate· Performance Security

ii) Balance 05% of payment shall be made within 45 days for MSE (Micro & Small Enterprises) / within 60 days for Medium Enterprises / within 90 days for non MSME suppliers from the date of receipt of complete invoice along with documents in 3 sets (original + 2 copies) as follows:

- Claim Invoice
- Certificate of successful completion of Erection, Testing & Commissioning at Site issued by BHEL Site Official / Construction Management
- Certificate of completion of final documentation as per Purchase Order / Technical Specification issued by BHEL Engineering Management

[B] Payment for Supervision of Erection, Testing & Commissioning (ETC) at Site

100% of payment shall be made within 45 days for MSE (Micro & Small Enterprises) / within 60 days for Medium Enterprises / within 90 days for non MSME suppliers against certificate of successful completion of Erection, Testing & Commissioning at Site issued by BHEL Site Official / Construction Management from the date of receipt of GST Compliant Tax invoice in 3 sets (original + 2 copies).

Note 01: In-case commissioning is delayed beyond reason not attributable to supplier. Supplier may claim the balance 05% of supply portion after 12 months from the date of last delivery or from the date 30.06.2024, whichever is later, upon submission of BG with equivalent amount and the certificate endorsed by BHEL Site In-Charge citing the details that the “delay in commissioning is not attributable to supplier”.

Note 02:

- Bills shall be submitted to BHEL TBG Noida office for processing along with billing checklist.
- It should be ensured that Tax Invoice complies with statutory requirements under GST law to enable BHEL to avail Input Tax Credit.
- Payment of GST component shall be made only if vendor has deposited the Tax and credit for the same is reflected in GSTN (GST Network).
- Copy of GST Registration Certificate(s) shall be also be attached with Tax Invoice.

4. Terms of Delivery:

	<p>Ex-Works basis including P&F (Packing & Forwarding). F&I (Freight & Insurance) up to site is in the scope of bidder.</p> <p>LR / GR date or invoice date (whichever is later) shall be considered as delivery date.</p>
5.	Delivery Requirement:
	<p>Within 19 Weeks (133 days) from the date of PO/input by BHEL as per Activity schedule (Annexure-II).</p> <p>Note: In case, BHEL's delivery requirement is not met by vendor(s), then a chance may be given to all such vendors to review their quoted delivery schedule in line with BHEL's delivery requirement. However, if vendor fails to meet the requisite delivery plan, then BHEL reserves the right not to consider the offer of such vendor(s).</p>
6.	Prices:
	<p>The quoted prices shall be on Firm basis. Price to be quoted as inclusive of GST, i.e., Ex-works including Packing & Forwarding Charges + F&I + GST.</p> <p>Transportation upto site and transit insurance is in scope of bidder</p> <p>Note: Unloading, storage at site and shifting of material from storage to erection site shall be under BHEL scope. Bidder to quote prices accordingly.</p>
7.	Reverse Auction:
	Bid to RA is applicable.
8.	Liquidated Damage for delayed Delivery:

	<p>If the Seller/Service Provider fails to deliver any or all of the Goods/Services within the original/re-fixed delivery period(s) specified in the contract, the Buyer will be entitled to deduct/recover the Liquidated Damages for the delay, unless covered under Force Majeure conditions aforesaid, @ 0.5% of the contract value of delayed quantity per week or part of the week of delayed period as pre-estimated damages not exceeding 10% of the contract value of delayed quantity without any controversy/dispute of any sort whatsoever.</p>
9.	Specification:
	<p>Technical Specification Nos. TB-422-316-003, Rev 00 is applicable. No permissible Technical Deviation has been envisaged. Bidders to quote as per Technical Specifications.</p>
10.	Technical Pre-Qualification Requirement:
	<p>Technical pre-qualifying requirement shall be as per Annexure-I.</p>
11.	Manufacturing Quality Plan (MQP):
	<p>Inspection shall be carried out as per Customer's approved Quality Plan. For the same, Bidder(s) to submit QAP at contract stage for BHEL/end customer approval.</p> <p>Inspection charges: To be done by MSETCL (Customer). The cost towards inspection at factory includes cost of travel including that of by air, Hotel accommodation, etc. for at least 2 Engineers from MSETCL shall be borne by supplier.</p>
12.	Destination/ Delivery Location:
	<p>Maharashtra State Electricity Transmission Company Limited (MSETCL) Survey No. 110 at Village Malegaon, Tal. Murbad, Distt:Thane-421 401</p>
13.	Guarantee Clause:

The equipment/ material supplied and services rendered (if applicable) shall be guaranteed to be free from all defects and faults in design & engineering, material, workmanship & manufacture and in full conformity with the Purchase Order/ Contract, Technical Specifications & approved drawings/ data sheets, if any, **60 months** from the date of final acceptance of work by MSETCL (Date of final acceptance for Guarantee will be date of successful completion, trial run & hand over of project to MSETCL i.e., 27.09.2024)

The defective equipment/ material/ component shall be replaced free of cost at site. Freight & Insurance during transit shall also be in the scope of the supplier / contractor. Any expenditure for dismantling and re-erection of the replaced equipment/ material/ component shall be to supplier's/ contractor's account. All replacements during the guarantee period shall be delivered at site promptly and satisfactorily within a period not more than 45 days from the date of reporting the defect/ rejection, etc.

If the supplier/ contractor fails to replace the defective equipment/ material/ component within the time period mentioned above, the same shall be considered as breach of the contract and BHEL may proceed as per provision mentioned in this NIT without prejudice to any other rights under the contract.

14. Bid Security / Earnest Money Deposit (EMD) - Nil

15. Performance Security-

Performance security of 10% of GeM contract value shall be submitted by the vendor within 30 days from the date of award of PO.

(A) Modes of deposit:

Performance security may be furnished in the following forms:

- (i) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/Demand Draft/ Electronic Fund Transfer in favour of BHEL -TBG, Noida.

Bank Account details for submission of performance security through EFT mode.

NAME OF THE COMPANY	BHARAT HEAVY ELECTRICALS LTD
ADDRESS OF THE COMPANY	TRANSMISSION BUSINESS GROUP, 5TH FLOOR, BHEL TOWER, PLOT NO. 25, SECTOR-16A, NOIDA - 201301 (U.P.)
NAME OF BANK	STATE BANK OF INDIA
NAME OF BANK BRANCH	CAG-II NEW DELHI (17313)
CITY	NEW DELHI
ACCOUNT NUMBER	00000030206227732
ACCOUNT TYPE	CASH CREDIT
IFSC CODE	SBIN0017313

- (ii) Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act. Bank Guarantee shall be submitted as per BHEL format.
- (iii) Fixed Deposit Receipt issued by Scheduled Banks / Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the vendor, a/c BHEL).
- (iv) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of vendor furnishing the security and duly endorsed/ hypothecated/pledged, as applicable, in favour of BHEL).
- (v) Insurance Surety Bond.

Important Notes:

- (1) The performance security should remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the supplier including warranty/Guarantee obligations.
 - (2) Performance security shall be refunded to the vendor without interest, after he duly performs and completes the contract in all respects but not later than 60(sixty) days of completion of all such obligations including the warranty under the contract.
 - (3) BHEL will not be liable or responsible in any manner for the collection of

interest or renewal of the documents or in any other matter connected therewith.

(4) The Performance Security shall not carry any interest.

(5) Value of the Bank Guarantee (at the time of submission) shall remain unchanged for any subsequent variations in Purchase Order value up to $\pm 10\%$. Beyond this variation of $\pm 10\%$, the Supplier shall arrange to enhance or may reduce the value of the Bank Guarantee accordingly for the total variation promptly.

(B) Forfeiture of performance security

The performance security will be forfeited and credited to BHEL's account in the event of a breach of contract by the vendor.

16. Acceptance of Offer:

Bidder's offer will be considered for evaluation based on PQR, Technical and other commercial documents submitted along with bid.

Bidder's offer will be acceptable subject to final acceptance of vendor by ultimate customer (MSETCL) as approved supplier. In case of vendor not in approved vendor list of MSETCL for the product category, Bidder is required to submit the following documents (*refer attached annexure-A*) for vendor approval along with Bid. bidder is liable for rejection if fails to submit the document. Any other document required by customer at the time of vendor approval shall be communicated accordingly.

Please note that, Additional document apart from annexure-A can be demanded for arranging customer approval.

17. Make in India:

	<p>For this procurement, the local content to categorize a supplier as 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 Dtd. 04.06.2020, issued by DPIIT. In case of subsequent orders issued by the nodal ministry, changing the definition of local content for the items of the NIT, the same shall be applicable even if issued after issue of this NIT but before opening of part-II bids against this NIT.</p> <p>“Bidder to specify the percentage of local content as per the format of self-declaration for local content” as per Annexure-V.</p> <p>“This tender is not a global tender and only Class-I suppliers as defined under the DPIIT Order No. P-45021/2/2017-PP (BE-II) Dtd. 04.06.2020 and subsequent orders are eligible to bid in this tender. Bids received from Class II & Non-local supplier shall be rejected.”</p>
18.	Compliance to GOI order for restrictions under Rule 144 (xi) of General Financial Rules (GFRS), 2017 (Annexure-XI):
	Refer clause at Annexure-XI and Certification at Annexure-XII/ Annexure-XI II (whichever is applicable) regarding restrictions under Rule 144 (xi) of General Financial Rules (GFRs), 2017. Bidder to comply the clause and submit the certification. Non-compliance/ Non-submission of certification will lead to rejection of Offer.
19.	MoP Circular (Annexure-XIV):
	Bidder to comply the MOP circular dated 02-07-2020 (Annexure-XIV) and its subsequent amendment, if any, in prescribed format (Annexure-XV). Non-compliance/ Non-submission will lead to rejection of Offer (Not Applicable for cases where local content is 100%).
20.	Variation in Contract Value and Quantities:

As per GeM GTC, The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

21. Unpriced Bid:

Vendor to furnish unpriced bid mentioning "Quoted" against each BOQ line item and % of GST quoted in tender as per **Annexure-III.**

22. Details of Bidder:

Bidder to submit their complete contact information details as per **Annexure-I V.**

23. Evaluation Criteria:

Evaluation shall be done on total cost to BHEL basis.

24. Deviations:

- a) Technical Deviation: No Technical Deviation is envisaged.
- b) Commercial Deviation: No Commercial Deviation is envisaged.

25. Breach of contract, remedies and termination

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(A) Breach of contract and Termination:

Following conditions shall be considered as breach of contract:

- a) Non-supply of material/ non-completion of work by the vendor within scheduled delivery/ completion period as per contract or as extended from time to

o time.

- b) The vendor fails to perform as per the activity schedule and there are sufficient reasons even before expiry of the delivery/ completion period to justify that supplies shall be inordinately delayed beyond contractual delivery/ completion period.
- c) The vendor delivers equipment/ material not of the contracted quality.
- d) The vendor fails to replace the defective equipment/ material/ component as per guarantee clause.
- e) Withdrawal from or abandonment of the work by the vendor before completion as per contract.
- f) Assignment, transfer, subletting of Contract without BHEL's written permission resulting in termination of Contract or part thereof by BHEL.
- g) Non-compliance to any contractual condition or any other default attributable to Contractor/ Vendor.
- h) Termination of Contract on account of any other reason(s) attributable to Vendor.

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In case of breach of contract, BHEL reserve the right to terminate the Purchase Order/ Contract either in whole or in part thereof without compensation to the vendor.

(B) Remedies for breach of contract:

In case of Breach of Contract, BHEL shall recover 10% amount of the contract value from the vendor in following manners:

- (i) Forfeiture/ encashment of Security instruments (Performance security, EMD etc.) available against the said contract.
- (ii) In case the value of security instruments available is less than 10% of the contract value, the balance amount shall be recovered from other financial remedies (i.e. available bills of the vendor, retention amount etc. with BHEL TBG or any other units of BHEL.
- (iii) Demand notice for deposit of balance recovery amount shall sent to the vendor, if security instruments or financial remedies are insufficient to affect the complete recovery.
- (iv) In case recovery is not possible from security instruments or from financial remedies mentioned above, legal remedies shall be pursued.

Important Notes:

- (1) The balance scope shall be got done independently without Risk & Cost of the failed vendor.

	(2) Further, levy of liquidated damages, debarment, termination, de-scoping, short-closure, etc., shall be applied as per provisions of the contract.
26.	Liquidated Damage in case of termination of contract:
	<p>In case of termination of contract, LD shall be calculated as below:</p> <p>LD against delay in executed Work/ Supply shall be calculated in line with LD clause of the contract for the delay attributable to supplier. For this purpose, contract value shall be taken as Executed Value of work/supply for the purpose of limiting maximum LD value.</p> <p>Method for calculation of “LD against delay in executed Work/ supply” is given below:</p> <ol style="list-style-type: none"> Let the time period from scheduled date of start of work till termination of contract excluding the period of Hold (if any) not attributable to contractor/ supplier = T1 Let the value of executed work/ supply till the time of termination of contract = X Let the Total Executable Value of work/ supply for which inputs/ fronts were made available to contractor/ supplier and were planned for execution till termination of contract = Y Delay in executed work/ supply attributable to contractor/ supplier i.e. T2 = $[1-(X/Y)] \times T1$ LD shall be calculated in line with LD clause of the Contract for the delay attributable to supplier taking “X” as Contract Value and “T2” as delay attributable to contractor/ supplier. <p>Note: In case portion of service/ supply is withdrawn, no LD shall be applicable for portion of service/ supply withdrawn.</p>
27.	RXIL (TReDS) Platform:
	TBG is registered with RXIL (TReDS) platform. MSME bidders are requested to get registered with RXIL (TReDS) platform to avail the facility as per GoI guidelines.

28.	<p>Bidder to submit sealed and signed copy of the following while uploading bid in GeM portal:</p> <ul style="list-style-type: none"> a) Bid Specific ATC: This document. b) Annexure-I: Technical Pre-Qualification Requirement along with supporting documents. c) Annexure-II: Activity Schedule d) Annexure-III: Unpriced Bid e) Annexure-IV: Contact Details of Bidder f) Annexure-V: Local Content Self-Certification g) Annexure-VI: Schedule of Commercial Deviation h) Annexure-VII: Schedule of Technical Deviation i) Annexure-VIII: Deleted j) Annexure-XI: Compliance to Government of India Order OM NO.6/18/2019-PPD Dtd. 23.07.2020 regarding restrictions under rule 144 (xi) of the General Financial Rules (GFRs), 2017 k) Annexure-XII: Compliance to Government of India Order OM NO.6/18/2019-PPD Dtd. 23.07.2020 regarding restrictions under rule 144 (xi) of the General Financial Rules (GFRs), 2017 l) Annexure-XIV: Vendor Compliance Format <p>Note: In case of non-receipt of above documents, the bidder is liable for rejection.</p>
29.	All other terms & conditions shall be as per GTC of GeM.

Signature of the authorized representative of

Place :

Bidder's Name :

Date :

Designation :

Company Seal :

3. Buyer Added Bid Specific ATC

Buyer uploaded ATC document [Click here to view the file.](#)

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 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 दे 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 पर इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।

---Thank You/धन्यवाद---