

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	04-03-2024 17:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	04-03-2024 17:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	80 (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-psr
Total Quantity/कुल मात्रा	1250
Item Category/मद केटेगरी	SUPPLY OF PORTLAND SLAG CEMENT AS PER IS: 455 FOR 1X250 MW NSPCL ROURKELA PROJECT ODISHA (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
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days
Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No

Bid Details/बिड विवरण	
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

Required/आवश्यकता	No
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Splitting/विभाजन

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

MII Purchase Preference/एमआईआई खरीद वरीयता

MII Purchase Preference/एमआईआई खरीद वरीयता	Yes
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MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	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 .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.

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. 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 OF PORTLAND SLAG CEMENT AS PER IS: 455 FOR 1X250 MW NSPCL ROURKELA PROJECT ODISHA (1250 metric tonne)

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

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	Delivery Schedule/डिलीवरी अनुसूची (In number of days from contract start days/अनुबंध प्रारम्भ होने की तारीख से दिनों की संख्या में)
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S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Delivery Schedule/डिलीवरी अनुसूची (In number of days from contract start days/अनुबंध प्रारम्भ होने की तारीख से दिनों की संख्या में)		
1	Sanjib Kumar Prasad	769011,BHEL SITE OFFICE (1 x 250MW NSPCL ROURKELA TPP-III) ROURKELA STEEL PLANT, ROURKELA, DIST-SUNDARGARH, ODISHA, PIN-769011	Quantit y/मात्रा	Delivery to start after/प्रारंभ होने की तारीख से डिलीवरी	Delivery to be completed by/डिलीवरी _____तक पूरी कर ली जाए
			400	5	30
			450	35	60
			400	65	90

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

ANNEXURE-A **BUYER ADDED BID SPECIFIC ADDITIONAL TERMS AND CONDITIONS**

1. PRE - QUALIFICATION CRITERIA

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JOB	"SUPPLY OF PORTLAND SLAG CEMENT (PSC) AS PER IS:455-2015, (1250 MT) FOR 1X250 MW NSPCL ROURKELA PROJECT ODI SHA"
SL NO	CRITERIA
	FINANCIAL CRITERIA

1.0	<p>(a) BIDDER SHOULD HAVE AVERAGE MINIMUM ANNUAL FINANCIAL TURNOVER OF Rs. 16.54 LAKH DURING LAST THREE (3) FINANCIAL YEARS ENDING ON 31.03.2023.</p> <p>BIDDER SHOULD SUBMIT THEIR AUDITED BALANCE SHEET AND PROFIT & LOSS ACCOUNT FOR THE ABOVE MENTIONED FINANCIAL YEARS, IN SUPPORT OF THE ABOVE.</p> <p>(b) IN CASE AUDITED BALANCE SHEET AND PROFIT & LOSS ACCOUNT HAS NOT BEEN SUBMITTED FOR ALL THREE (3) FINANCIAL YEARS INDICATED ABOVE, THEN THE APPLICABLE FINANCIAL AUDITED STATEMENTS SUBMITTED BY THE BIDDERS AGAINST THE REQUIREMENT THREE YEARS WILL BE AVERAGED FOR THREE YEARS.</p> <p>(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.</p>
	TECHNICAL CRITERIA
2.1	THE BIDDER SHOULD BE MANUFACTURER OF PORTLAND SLAG CEMENT [PSC AS PER IS:455-2015]
2.2	THE BIDDER SHOULD HAVE INTEGRATED CEMENT PLANT IN INDIA WITH CLINKERISATION FACILITY AND HAVE AN ANNUAL CEMENT PRODUCTION CAPACITY OF 3,00,000 MT (MINIMUM).
2.3	THE BIDDER SHOULD HAVE PREVIOUS EXPERIENCE OF SUPPLYING CEMENT [PSC AS PER IS:455-2015] AT POWER PLANT OR ANY OTHER INFRASTRUCTURE PROJECT OR ANY OTHER INDUSTRY IN LAST THREE YEARS AS ON LAST DATE OF BID SUBMISSION. BIDDER SHALL HAVE TO SUBMIT PURCHASE ORDER / COMPLETION CERTIFICATE IN SUPPORT OF THE ABOVE REQUIREMENT.
3.0	BIDDER SHOULD HAVE VALID PAN. RELEVANT DOCUMENT IN SUPPORT OF ABOVE NEEDS TO BE SUBMITTED.
	GENERAL
a.	CONSORTIUM/JV BIDDING IS NOT ALLOWED.
b.	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.
c.	AFTER SATISFACTORY FULFILLMENT OF ALL THE ABOVE CRITERIA, OFFER SHALL BE CONSIDERED FOR FURTHER EVALUATION AND PARTICIPATION AS PER NIT AND ALL OTHER TERMS OF THE TENDER.

2. **SCOPE OF WORK:**

“SUPPLY OF PORTLAND SLAG CEMENT (PSC) AS PER IS:455-2015 (1250 MT) FOR BH EL: PSER’s 1X250 MW NSPCL ROURKELA SITE, ODISHA”.

SITE DETAILS

1X250 MW NSPCL Rourkela PP-II Expansion EPC Project, is located at Rourkela in the district of Sundargarh, Odisha, India.

Owner: NTPC SAIL Power Company Limited (NSPCL)

The nearest town is Rourkela. The site is well connected by road (NH 23) through a link road.

Nearest railway station is Rourkela on Howrah-Mumbai main line (electrified double track, broad gauge) that is approx. one km from the plant site.

Nearest airport is Ranchi airport, Jharkhand that is about 70 km by rail and 215 km by road from the site.

3. TAXES AND DUTIES :

3.1	<p>Bidder's quoted/ accepted rates/ price shall be inclusive of all taxes including GST, Charges, Royalties, any State or Central Levy and other taxes for materials if any obtained for the work and for execution of the contract.</p> <p>Any increase of above at any stage during execution of contract, including extension of the contract, shall have to be borne by successful bidder contractor. However, any increase of GST subsequent to due date of offer submission as per NIT & TCN, by statutory authority during contract period (including extension, if the same is not attributable to you), shall be reimbursed by BHEL on production of relevant supporting document to the satisfaction of BHEL.</p> <p>Benefit of any decrease of taxes including GST, Charges, Royalties, any State or Central Levy and other taxes for materials if any obtained for the work and for execution of the contract; subsequent to due date of offer submission as per NIT & TCN, by statutory authority shall be passed on to BHEL.</p>
3.2	<p>Successful bidder shall furnish proof of GST registration with GSTN Portal covering the services under this contract.</p> <p>Registration should also bear endorsement for the premises from where the billing shall be done by successful bidder on BHEL for this project / work.</p>
3.3	Since GST on output will be paid by BHEL as enumerated above, bidder's your quoted rates / price should be after considering the Input Credit under GST law at bidder's end.
3.4	TDS under Income Tax Act shall be deducted as per prevailing IT rules from the bills.
3.5	TDS under GST shall be deducted as per prevailing GST rules from the bills.
3.6.1	You may collect TCS under section 206C(1H) of Income Tax Act, 1961 if applicable.
3.6.2	In case, you collect TCS under section 206C(1H) of Income Tax Act, 1961, following compliance is required.
3.6.2.1	TAN and PAN of vendor should appear in all invoices/claims. Copy of TAN / TCS registration is to be submitted.
3.6.2.2	Amount of TCS and Assessable value on which TCS has been calculated should be specified clearly in the invoice.
3.6.2.3	You shall be required to submit certificate of TCS in Form no. 27D within 15 days from the due date for furnishing the statement of tax collected at the source.
3.6.3	In case, you do not collect TCS under section 206C(1H) of Income Tax Act, 1961, following declaration is to be submitted alongwith each invoice: - "I/We hereby declare that I/We are not required to collect TCS under section 206C(1H) of Income Tax Act, 1961, on this bill.
3.6.4	In event of failure to comply with the provisions of the Act, or proper certificate not issued, or if tax collected but not remitted to the Government, or for any other reason and thereby causing loss to BHEL, the same shall be recoverable from the vendor with applicable interest.
3.6.5	You shall comply with all statutory amendment/notifications in this respect.
3.7	<p>Bidder shall note that GST Tax Invoice complying with GST Invoice Rules (Section 31 of GST Act & Rules referred thereunder) wherein the 'Bill To' details shall encompass following.</p> <p>BHEL GSTN - Refer attached GSTN code table of BHEL Name - BHARAT HEAVY ELECTRICALS LIMITED Address - Shall be intimated later. Specific details of BHEL GSTN, Name and Address as stated above, have been specified elsewhere in the tender.</p>

3.8	Successful bidder to 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 and Email address – Shall be intimated later. Specific details of above shall be intimated to successful bidder by BHEL at appropriate juncture.
3.9	In case of delay in submission of above mentioned documents on the date of despatch, BHEL may incur penalty/ interest for not adhering to Invoicing Rules under GST Law. The same will be liable to be recovered from successful bidder, in case such delay is not attributable to BHEL.
3.10	In case of raising any Supplementary Tax Invoice (Debit / Credit Note), successful bidder shall issue the same containing all the details as referred to in Section 34 read with Section 31 of GST Act & Rules referred there under.
3.11	Successful bidder shall comply with the Time Limit prescribed under the GST Law and rules thereof for raising of the Tax Invoice. If any supply of goods is applicable, successful bidder shall also ensure prompt delivery of goods after despatch.
3.12	Bidder shall note that in case GST credit is delayed / denied to BHEL due to delayed / non receipt of goods and / or Tax Invoice or expiry of the timeline prescribed in GST Law for availing such ITC, or any other reasons, not attributable to BHEL, GST amount shall be recoverable from successful bidder along with interest levied/ leviable on BHEL, as the case may be.
3.13	Successful bidder shall upload the invoices raised on BHEL in IFF/GSTR-1 within the prescribed time as given in the GST Act, and the same should be available to BHEL in FORM GSTR-2B electronically through the common portal; and confirmation of payment of such GST to the Government through filing of GSTR-3B of corresponding month/quarter. Bidder shall note that in case of delay in declaring such invoice in your return and GST credit availed 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 the successful bidder along with interest levied / leviable on BHEL.
3.14	Successful bidder to arrange for e-waybill for any movement of goods for the execution of the contract. Successful bidder has to make their own arrangement at their 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 successful bidder and BHEL will not supply any Road Permit/ Way Bill for this purpose.
3.15	Any new taxes & duties, if imposed subsequent to due date of offer submission as per NIT & TCN, by statutory authority during contract period (including extension, if the same is not attributable to you), shall be reimbursed by BHEL on production of relevant supporting document to the satisfaction of BHEL. However, you shall obtain prior approval from BHEL before depositing new taxes and duties.
3.16	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 later date.

4. INSPECTION:

BHEL reserves the right to inspect the material during manufacturing and also to get tested the material under dispatch from third party. The test results of third party test shall be final and binding on the vendor.

BHEL will reserve the right to inspect/test the material during/after manufacturing at supplier's works, and/or at BHEL Site. In case of rejection at any stage, supplier shall be liable to replace at his own cost.

5. REJECTION :

In case any material is found defective or unsuitable at our works/Site after supply, the same shall be subjected to test by third party and the result of the third party test shall be acceptable and binding to the vendor. In case the test results show that the material does not conform to the standards specified, the whole lot shall be rejected, taken back by the vendor and replaced by the acceptable material at vendor's cost.

6. **SPECIAL INSTRUCTIONS**

6.1 The unloading of cement will be done by BHEL at site within a reasonable time.

6.2 Site test of cement shall be conducted as per BHEL/Customer's field quality plan.

BHEL reserves the right to conduct necessary test at vendor's works if required.

6.3 The representative of the vendor should be available at Rourkela site whenever required as per BHEL site requirement to provide single window expeditious service and quality checks as per IS code.

6.4 Guarantee / Warranty certificate to be furnished by the successful bidder.

6.5 Quality of cement is associated with shelf life. Shelf life of cement supplied should be in line with IS specification, taking into account manufacturing & transit time so that minimum 4 weeks shelf life is available from the date of receipt at site, for use of BHEL.

6.6. Copy of Manufacturer's test result in original for 7 & 28 days submitted by successful bidder is to be accepted by BHEL/Site.

6.7 Site Receipt Voucher shall be generated at site.

6.8 The material should be delivered in original manufacturer's temper proof sealed packing. Packing shall be in non-returnable 50 kg bags only.

6.9 Transit Insurance shall be in the Vendor's scope.

6.10 PACKING: The material should be delivered in original manufacturer's temper proof sealed packing. Packing shall be in non-returnable 50 kg bags only.

6.10.1 PACKING MATERIAL :The cement shall be packed "HDPE/PP woven sacks conforming to IS 11652.

6.11 Content of Performance Improver/Slag constituent in percent : The granular slag constituent shall not be less than 25 percent and not more than 70 percent by mass of Portland slag cement" as per sl no 10.1.d) of IS 455.

6.12 Bidder shall arrange Way Bill at their own cost for supply of cement to site

7. **DELIVERY PERIOD**

- Delivery Period shall be 90 days from placement of PO on staggered delivery basis as per delivery schedule given in GEM Bid document.

8. DOCUMENTS REQUIRED ALONG WITH DISPATCH OF MATERIAL

The following documents are required with dispatch:

- a) GST compliant Invoice (1 original plus 2 copies)
- b) Copy of Material Dispatch Clearance Certificate issued by BHEL site.
- c) Guarantee Certificate.
- d) Copy of LR /Delivery Challan
- e) Copy of Intimation to Insurance Company

9. TEST CERTIFICATE:

Manufacturer's Test certificates for 7 days & 28 days are to be submitted to BHEL for acceptance. Preliminary Cement will be accepted on the basis of 7-days test report (MTC to be submitted by supplier for review by BHEL for preliminary acceptance), but final acceptance criteria will be 28 days' Manufacturer's test certificate.

Reference sample for each supplied lot may be collected at BHEL Site and same may be tested at BHEL lab/BHEL approved lab at the discretion of BHEL, if required. Supplier shall be available to carry out / witness Joint Sampling of Cement, if required.

In case, test results of the collected cement sample fails, the entire lot may be rejected and the supplier will have to do free replacement at their cost.

10. MATERIAL DISPATCH CLEARANCE CERTIFICATE (MDCC)

MDCC for dispatch of required quantity of cement shall be provided by BHEL Rourkel site. No material shall be dispatched by supplier until and unless Material Dispatch Clearance Certificate (MDCC) issued by BHEL/Site. Each consignment will be accompanied by MDCC.

11. OTHER TERMS

- 100% FOR price excluding GST shall be released within 90 days after receipt of material at site and on submission of following documents

- 1) GST compliant Invoice (1 original plus 2 copies) along with Copy of LR/ Delivery Challan
- 2) Copy of Material Dispatch Clearance Certificate issued by BHEL site.
- 3) Guarantee Certificate.
- 4) Copy of Store Receipt Voucher
- 5) Copy of manufacturer's test result in original for 7 days and 28 Days, accepted by BHEL/Site

Applicable GST shall be released to the vendor upon compliance of following:

- (i) You declaring such Invoice in your IFF/GSTR-1; and the same should be available to BHEL in FORM GSTR-2B electronically through the common portal.
- (ii) Receipt of Goods / services and Tax Invoice by BHEL.
- (iii) Confirmation of payment of GST thereon by you on GSTN Portal; and confirmation of payment of such GST to the Government through filing of GSTR-3B of corresponding month/quarter.
- (iv) Above is subject to receipt of goods / service and tax invoice thereof along with you declaring invoice in your return and paying GST within timeline prescribed for availing ITC by BHEL.

Any Interest if levied thereon for reasons elaborated in Tax Clause of the GEM Bid which is not attributable to BHEL will be recovered for Final Payment /Retention

13. ORDER OF PRECEDENCE:

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 (ANNEXURE-A)
- b) GeM Bid

c) General Terms and Conditions on GeM.

3. 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.

4. 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.

5. 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.

6. Scope of Supply

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

7. 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.

8. 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.

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 कार्यवाई का आधार होगा।

---Thank You/धन्यवाद---