

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	01-08-2024 18:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	01-08-2024 18:30:00
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	24
Item Category/मद केटेगरी	MS PLATE 20MM IS 2062 E 250 Gr. BR
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	Experience Criteria,Bidder Turnover,Certificate (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 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/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 will be given to MSEs having valid Udyam Registration and whose credentials are

validated online through Udyam Registration portal 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 themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. 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 and Buyer will decide eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid. 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 MSE 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. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

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 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

MS PLATE 20MM IS 2062 E 250 Gr. BR (24 metric tonne)

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/कमशः 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	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
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S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Shyamal Saha	824303,BHEL SITE OFFICE, 3 X 660 MW Nabinagar Project NPGCL Shivanpur, P.O.- Ankhora, Dist.- Aurangabad, Bihar, PIN: 824303	24	60

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

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ANNEXURE -A

BUYER'S SPECIFIC REQUIREMENT: PROCUREMENT OF STRUCTURAL STEEL FOR 3X660 MW NPGCL FGD PROJECT.

1. PRE-QUALIFYING REQUIREMENTS:

JOB	SUPPLY OF 24 MT PLATES FOR 3X 660 MW, NPGCL NABINAGAR FGD PROJECT, BIHAR
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SL NO	CRITERIA
1.0	FINANCIAL CRITERIA :

	<p>A) BIDDER SHOULD HAVE AVERAGE MINIMUM ANNUAL FINANCIAL TURNOVER OF RS. 4.17 LACS 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 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.</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>
2.0	TECHNICAL CRITERIA:
2.1	<p>THE BIDDER SHOULD HAVE PREVIOUS EXPERIENCE OF SUPPLYING OF STRUCTURAL STEEL (PLATES OR ROLLED SECTIONS AS PER IS:2062) TO GOVT / PSU/ REPUTED ORGANISATIONS IN LAST THREE YEARS AS ON LAST DATE OF BID SUBMISSION.</p> <p>RELEVANT DOCUMENTS IN SUPPORT OF THE SAME TO BE SUBMITTED.</p>
2.2	<p>THE BIDDER SHOULD HAVE VALID LICENSE FOR MANUFACTURING OF STRUCTURAL STEEL (PLATES OR ROLLED SECTIONS AS PER IS:2062). SUPPORTING DOCUMENTS NEED TO BE SUBMITTED IN SUPPORT OF ABOVE..</p>

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.

3. SCOPE OF WORK: SUPPLY OF STRUCTURAL STEEL (PLATE: 20 MM) FOR 3X660 MW, NPGCL NABINAGAR FGD PROJECT, BIHAR

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.

4. TAXES AND DUTIES:

4.1 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.

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.

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.

4.2 Successful bidder 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 billings shall be done by successful bidder on BHEL for this project / work.

4.3 Since GST on output will be paid by BHEL as enumerated above, bidder's quoted rates / price should be after considering the Input Credit under GST law at bidder's end.

4.4 TDS under Income Tax Act shall be deducted as per prevailing IT rules from the bills.

4.5 TDS under GST shall be deducted as per prevailing GST rules from the bills.

4.6.1 You may collect TCS under section 206C(1H) of Income Tax Act, 1961 if applicable.

4.6.2 In case, you collect TCS under section 206C(1H) of Income Tax Act, 1961, following compliance is required.

4.6.2.1 TAN and PAN of vendor should appear in all invoices/claims. Copy of TAN /TCS registration is to be submitted.

4.6.2.2 Amount of TCS and Assessable value on which TCS has been calculated should be specified clearly in the invoice.

4.6.2.3 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.

4.6.3 In case, you do not collect TCS under section 206C(1H) of Income Tax Act, 1961, following declaration is to be submitted along with 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.

4.6.4 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.

4.6.5 You shall comply with all statutory amendment/notifications in this respect.

4.7 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.

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

4.8 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.

4.9 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 successful bidder, in case such delay is not attributable to BHEL.

4.10 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.

4.11 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 dispatch.

4.12 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.

4.13 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 G

ST 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.

4.14 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.

4.15 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.

4.16 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.

- 5. TOLERANCE:**
1. Quantity Tolerance: +/- 10%.
 2. Weighment Tolerance: 70 kg per trailer load.

6. MODE OF DISPATCH & ROAD PERMIT:

Mode of dispatch: Mixed

E-way bill / road permit (if applicable) to be arranged by supplier.

Delivery Period: 60 days from date of LC establishment.

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

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 1) 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) Copy of Lorry Receipt (LR)/Railway Receipt (RR), as applicable &
 - c) Copy of Manufacturer's Factory Test certificate.
- viii. Documents to be submitted for payment / BOE clearance (if applicable) in addition to the LC negotiable documents:
 - a) Copies of GST Invoice, b) Challan / LR, c) Declaration of full GST Credit to BHEL

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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 including GST but excluding TDS (GST TDS & IT TDS). Partial negotiation, partial shipments and transhipments shall be allowed.

xii. Paying Authority: NPGCL SITE- Finance, NABINAGAR, BIHAR

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.

xv. For LC amendment i. e. validity extension of delivery date, charges shall be to suppliers account and amendment will be done in 5-7 days from request.

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 NPGCL FGD Site.

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:

PROJECT DIRECTOR,
BHEL SITE OFFICE, 3X660 MW NABINAGAR NPGCL PROJECT,
SHIVANPUR, P.O. ANKORHA, BIHAR- 824303

10. PORTAL ADDRESS & EMAIL ADDRESS:

s_saha@bhel.in

11. GOLDEN PARAMETERS:

TECHNICAL PARAMETERS FOR STRUCTURAL STEEL PROCUREMENT GEM FOR 3X660 MW, NPGCL NABINAGAR FGD PROJECT, BIHAR

S L N O	DESCRIPTION	Technical Parameters
		MS PLATE 20MM THK
1	Strength Grade Of Steel	IS 2062 E 250 Gr. BR
2	SIZE OF THE SECTION (MM)	20X2500
3	LENGTH (MM)	12000
4	Type of Steel (e.g. Killed/Semi-killed)	Killed
5	Process Of Manufacture Of Steel	Normalised Rolling
6	Test	Impact Resistance at room Temperature

12. INPUT DETAILS FOR INVOICE:

DETAILS	CUSTOMER NAME [INVOICED TO]	CONSIGNEE NAME	PAYING AUTHORITY
[SHIPPED TO]	PAYING AUTHORITY		
Address Line 1	Project Director,	Project Director,	NPGCL SITE (FINANCE)
Address Line 2	BHEL Site office, 3X660 MW	BHEL Site office, 3X660 MW	Bharat Heavy Electricals Limited
Address Line 3	Nabinagar Project NPGCL, Shivanpur,	Nabinagar Project NPGCL, Shivanpur,	9/1-DJ, SECTOR-II
Address Line 4	P.O. Ankorha	P.O. Ankorha	SALT LAKE CITY
Address Line 5	DIST.- AURANGABAD,	DIST.- AURANGABAD,	KOLKATA

PINCODE	824303	824303	700091
STATE	BIHAR	BIHAR	West Bengal
COUNTRY	INDIA	INDIA	INDIA
CONTACT PERSON			
DESIGNATION			
IT PAN NO	AAACB4146P	AAACB4146P	

13. INSURANCE

I. 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: National Insurance Company Limited.

Insurance Policy No: 340100442010000068

E mail ID: customer.support@nic.co.in, Phone No : 033-22831705/06

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.

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 r

eported 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.

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:

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

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**

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.

5. **Generic**

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

6. **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.

7. **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.

8. 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.

9. 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.

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. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

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. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
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---