



Bid Number/बोली क्रमांक (बिड संख्या)[:] GEM/2025/B/6068378 Dated/दिनांक : 24-03-2025

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण			
Bid End Date/Time/बिड बंद होने की तारीख/समय	04-04-2025 14:00:00		
Bid Opening Date/Time/बिंड खुलने की तारीख/समय	04-04-2025 14:30:00		
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	75 (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	10170006-ivp Goindwal		
क्रेता ईमेल/Buyer Email	buycon2261.bhelb.pb@gembuyer.in		
Total Quantity/कुल मात्रा	4		
Item Category/मद केटेगरी	ACTR SEISMIC- TORQUE-6KGM/90RPM-GHAVP (969991914600), ACTR SEISMIC- 12KGM/90RPM-GHAVP (969991914500), ACTR SEISMIC-TORQUE-50KGM/63RPM (969991915800)		
GeMARPTS में खोजी गई स्ट्रिंग / Searched Strings used in GeMARPTS	Electric Actuator		
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Motorized Actuator (V2), Electric Solenoid Operated Actuators-IS:8935, Orthopedic Operating Table, Electric Tractor, Electric Candle, Electric Kettles and Jugs for Household as per IS 367, Electric Wheelchair, Electric Fumigator, Portable Suction Machine (V2), Electric Dermatome		
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	Motorized Actuator (V2)		
MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट	No		
Startup Exemption for Years Of Experience/अनुभव के वर्षों से स्टार्टअप छ्ट/ and Turnover/ टर्नओवर के लिए स्टार्टअप को छूट प्राप्त है	Yes		

Turnover Criteria, the supporting documents to prove his the buyer Do you want to show documents uploaded by bidders to all bidders participated in bid?/ Bid to RA enabled/विड से रियर्स नीलागी सकिय किया Two Packet Bid Primary product category Time allowed for Technical Clarifications during technical evaluation/तक्कीफी ग्रूट्यांकन के दौरान तकक्कीफी राष्ट्रांचाकी स्वीधिक पार्ट्या अनुमान समय Inspection Required (By Empanelled Inspection Authority / Agencies preregistered with GeM) Payment Timelines Required/3गावश्यक्त No No Mill Purchase Preference/एमआईआई खरीद वरीयता Payment Timelines Required/आवश्यक्त No	Bid Details/बिड विवरण				
by bidders to all bidders participated in bid?? Bid to RA enabled/बिड से रिवर्स नीलामी सिजय किया No Type of Bid/बिड का प्रकार Two Packet Bid Primary product category ACTR SEISMIC- 12KGM/90RPM-GHAVP (969991914500) Time allowed for Technical Clarifications during technical evaluation/तकनीकी मून्यांकन के दीयन तकनीकी स्पष्टीकरण देतु अनुमत समय Inspection Required (By Empanelled Inspection Authority / Agencies preregistered with GeM) 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/मूल्यंकन पदित Item wise evaluation/ Arbitration Clause No Mediation Clause No Mediation Clause No Required/आवश्यकता No Mil Purchase Preference/एमआईआई खरीद वरीयता Yes MSE Purchase Preference/एमआईआई खरीद वरीयता Yes MSE Purchase Preference/एमएसई खरीद वरीयता Yes MSE Purchase Preference/एमाईआई खरीद वरीयता Yes MSE Purchase Preference/एमएसई खरीद वरीयता Yes MSE Purchase Preference/एमएसई खरीद वरीयता Yes MSE Purchase Preference/एमएसई खरीय वरीयता Yes MSE Purchase Preference/एमएसई खरीय वरीयता Yes MSE Purchase Preference/एमए		*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			
Two Packet Bid Primary product category Time allowed for Technical Clarifications during technical evaluation/तकनीकी मृत्यांकन के दौराज तकनीकी स्पष्टीकरण हेतु अनुमत समय Inspection Required (By Empanelled Inspection Authority / Agencies preregistered with GeM) Payment Timelines Payment Timeline shall be made to the Seller within 90 days of issue of consigner 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) Beau Timelines No No Payments shall be made to the Seller within 90 days of issue of consigner ceipit-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) No No Payments shall be made to the Seller within 90 days of issue of consigner ceipit-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) No No Payments shall be made to the Seller within 90 days of issue of consigner ceipit-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) No No Payments shall be made to the Seller within 90 days of issue of consigner ceipit-cum-acceptance certificate (CRAC) and on-line submission of bills (This is in supersession of bills (This	by bidders to all bidders participated in	No			
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Time allowed for Technical Clarifications during technical evaluation/तकलीकी मृल्यांकल के दौराज तकलीकी स्पष्टीकरण हेतु अनुमत समय Inspection Required (By Empanelled Inspection Authority / Agencies preregistered with GeM) Payment Timelines Payment Shall be made to the Seller within 90 days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bilis (This is in supersession of 10 days time as provided in clause 12 of GeM GTC) Item wise evaluation/ No Mediation Clause No Mo Payments shall be made to the Seller within 90 days of issue of consignee receipt-cum-acceptance ecrificate (CRAC) and on-line submission of bilis (This is in supersession of 10 days time as provided in clause 12 of GeM GTC) Item wise evaluation/ No Mo Payments shall be made to the Seller within 90 days of issue of consignee receipt-cum-acceptance ecrificate (CRAC) and on-line submission of bilis (This is in supersession of 10 days time as provided in clause 12 of GeM GTC) No Mo Payments shall be made to the Seller within 90 days of issue of consignee receipt-cum-acceptance ecrificate (CRAC) and on-line submission of bilis (This is in supersession of 10 days time as provided in clause 12 of GeM GTC) No Mo Payment Timelines No No No Payment Shall be made to the Seller within 90 days of issue of consignee receipt-cum-acceptance erceipt-cum-acceptance erceipt-c	Type of Bid/बिंड का प्रकार	Two Packet Bid			
during technical evaluation/तकनीकी मृत्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय Inspection Required (By Empanelled Inspection Authority / Agencies preregistered with GeM) Payment 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/मृत्यांकन पदित Item wise evaluation/ Arbitration Clause No Mediation Clause No PepBG Detail/ईएमडी विवरण Required/आवश्यकता No MII Purchase Preference/एमआईआई खरीद वरीयता MII Purchase Preference/एमएसई खरीद वरीयता MSE Purchase Preference/एमएसई खरीद वरीयता	Primary product category	ACTR SEISMIC- 12KGM/90RPM-GHAVP (969991914500)			
Inspection Authority / Āgencies preregistered with GeM) Payment 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/मृत्यंकन पदिते Item wise evaluation/ Arbitration Clause No Mediation Clause No EMD Detail/ईएमडी विवरण Required/आवश्यकता No MII Purchase Preference/एमआईआई खरीद वरीयता MII Purchase Preference/एमआईआई खरीद वरीयता MII Purchase Preference/एमएसई खरीद वरीयता MSE Purchase Preference/एमएसई खरीद वरीयता	during technical evaluation/तकनीकी मूल्यांकन के	2 Days			
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/मृत्यांकन पद्धति Item wise evaluation/ Arbitration Clause No Mediation Clause No Required/आवश्यकता Required/आवश्यकता No MII Purchase Preference/एमआईआई खरीद वरीयता MII Purchase Preference/एमआईआई खरीद वरीयता MISE Purchase Preference/एमएमएसई खरीद वरीयता MSE Purchase Preference/एमएसएसई खरीद वरीयता	Inspection Authority / Agencies pre-	No			
Mediation Clause No Mediation Clause No EMD Detail/ईएमडी विवरण Required/आवश्यकता No PBG Detail/ईपीबीजी विवरण Required/आवश्यकता No MII Purchase Preference/एमआईआई खरीद वरीयता MII Purchase Preference/एमआईआई खरीद वरीयता MSE Purchase Preference/एमएसई खरीद वरीयता	Payment Timelines	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			
Mediation Clause EMD Detail/ईएमडी विवरण Required/आवश्यकता Required/आवश्यकता No MII Purchase Preference/एमआईआई खरीद वरीयता MII Purchase Preference/एमआईआई खरीद वरीयता MSE Purchase Preference/एमएसई खरीद वरीयता	Evaluation Method/मूल्यांकन पद्धति	Item wise evaluation/			
EMD Detail/ईएमडी विवरण Required/आवश्यकता No Required/आवश्यकता No MII Purchase Preference/एमआईआई खरीद वरीयता MII Purchase Preference/एमआईआई खरीद वरीयता Yes MSE Purchase Preference/एमएसई खरीद वरीयता	Arbitration Clause	No			
Required/आवश्यकता Required/आवश्यकता No MII Purchase Preference/एमआईआई खरीद वरीयता MII Purchase Preference/एमआईआई खरीद वरीयता Yes MSE Purchase Preference/एमएसई खरीद वरीयता	Mediation Clause	No			
ePBG Detail/ईपीबीजी विवरण Required/आवश्यकता MII Purchase Preference/एमआईआई खरीद वरीयता MII Purchase Preference/एमआईआई खरीद वरीयता Yes MSE Purchase Preference/एमएसई खरीद वरीयता	EMD Detail/ईएमडी विवरण				
Required/आवश्यकता No MII Purchase Preference/एमआईआई खरीद वरीयता MII Purchase Preference/एमआईआई खरीद वरीयता Yes MSE Purchase Preference/एमएसई खरीद वरीयता	Required/आवश्यकता	No			
MII Purchase Preference/एमआईआई खरीद वरीयता MII Purchase Preference/एमआईआई खरीद वरीयता Yes MSE Purchase Preference/एमएसई खरीद वरीयता	ePBG Detail/ईपीबीजी विवरण				
MII Purchase Preference/एमआईआई खरीद वरीयता Yes MSE Purchase Preference/एमएसई खरीद वरीयता	Required/आवश्यकता	No			
MSE Purchase Preference/एमएसई खरीद वरीयता	MII Purchase Preference/एमआईआई खरीद वरीयता				
· · · · · · · · · · · · · · · · · · ·	MII Purchase Preference/एमआईआई खरीद वरीयता	Yes			
MSE Purchase Preference/एमएसई खरीद वरीयता Yes	MSE Purchase Preference/एमएसई खरीद वरीयता				
	MSE Purchase Preference/एमएसई खरीद वरीयता	Yes			

- 1. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to their meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer. 2. 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.
- 3. 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.
- 4. 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.

Excel Upload Required/एक्सेल में अपलोड किए जाने की आवश्यकता:

Confirmation to Tender Terms - 1742799827.xlsx

Evaluation Method (Item Wise Evaluation Method)

Contract will be awarded schedulewise and the determination of L1 will be done separately for each schedule. The details of item-consignee combination covered under each schedule are as under:

Evaluation Schedules	Item/Category	Quantity
Schedule 1	Actr Seismic- Torque-6kgm/90rpm-ghavp (969991914600)	1

Schedule 2	Actr Seismic- 12kgm/90rpm-ghavp (969991914500)	2
Schedule 3	Actr Seismic-torque-50kgm/63rpm (969991915800)	1

ACTR SEISMIC-TORQUE-6KGM/90RPM-GHAVP (969991914600) (1 pieces)

(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	<u>Download</u>
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Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.I	No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1		Amanpreet Singh	143422,BHEL, Industrial Valves Plant, Plot No. 433, Industrial Complex Phase-I, Goindwal Sahib	1	150

ACTR SEISMIC- 12KGM/90RPM-GHAVP (969991914500) (2 pieces)

(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	<u>Download</u>
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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	Amanpreet Singh	143422,BHEL, Industrial Valves Plant, Plot No. 433, Industrial Complex Phase-I, Goindwal Sahib	2	150

ACTR SEISMIC-TORQUE-50KGM/63RPM (969991915800) (1 pieces)

(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	<u>Download</u>
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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	Amanpreet Singh	143422,BHEL, Industrial Valves Plant, Plot No. 433, Industrial Complex Phase-I, Goindwal Sahib	1	150

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

1. Scope of Supply

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

2. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

This tender enquiry is referred to the approved electrical actuator suppliers for NPCIL.

Unit rates to be quoted inclusive of all taxes and on FOR BHEL Goindw al basis.

NOTE: Please Fill the attached MS-Excel File and upload in the .pdf format while uploading the quotation on GeM Portal.

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2.1 Scope of Supply: This tender enquiry is referred to approved electrical actuator suppliers for NPCIL. Vendor has to supply the material as per following specification:

Schedul e	Material Co de	Material Description	Qty (NO)	Specification
1	96999191460 0	ACTR SEISMIC- TORQUE-6KGM/ 90RPM-GHAVP	1	SPEC:AC:NU543 Rev-0
2	96999191450 0	ACTR SEISMIC- 12KGM/90RPM- GHAVP	2	SPEC:AC:NU543 Rev-0
3	96999191580 0	ACTR SEISMIC-TORQUE-50KGM /63RPM	1	SPEC:AC:NU543 Rev-0

2.2 Payment Terms: Payments shall be made to the Seller within the mentioned days (as per below table) from date of material entry at BHEL gate and online submission of bills.

Type of Bidder	Payment Terms (Number of days)
Micro & Small Enterprises (MSEs)	45 Days
Medium Enterprises	60 Days
Non MSME	90 Days

To be considered as Micro, Small or Medium enterprise, bidder must be manufacturer of offer product and relevant valid certificate as per latest MSME guidelines is to be submitted along with bid. In case of bid sub mitted as trader / dealer etc., bidder will be considered as Non-MSME. Also, if no valid certificate as per lat est MSME guidelines is not submitted along with bid, then bidder will be considered as Non-MSME.

In case there is shortfall in documents/deficiency in material as per the tender terms/purchase orders, the same shall be notified by BHEL to supplier within 15 days. Payment due date shall be revised considering successful submission of documents/removal of deficiency by supplier.

2.3 Breach of contract, Remedies and Termination:

In case of breach of contract, wherever the value of security instruments like performance bank guarantee available with BHEL against the said contract is 10% of the contract value or more, such security instruments to the extent of 10% contract value will be encashed. In case the value of the security instruments available is less than 10% of the contract value, the balance amount be recovered in all or any of the following manners:

from dues available in the form of Bills payable to defaulted supplier against the same contract.

from the dues payable to defaulted supplier against other contracts in the same Region/Unit /any other re gion/unit.

In-case recoveries are not possible with any of the above available options, Legal action shall be initiated f or recovery against defaulted supplier.

Further, levy of liquidated damages, debarment, termination, de-scoping, short-closure, etc., shall be appli-

ed as per provisions of the contract.

2.4 Warranty:

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Goods shall comply with the specifications for material, workmanship and performance. Unless otherwise s pecified, vendor shall give a warrantee against design & manufacturing defects for a period of 18 months f rom the date of receipt. In case of non-acceptance of this term, bid shall be liable for rejection.

3. Inspection

Nominated Inspection Agency: On behalf of the Buyer organization, any one of the following Inspection Agency would be conducting inspection of stores before acceptance: Pre-dispatch Inspection at Seller Premises (applicable only if pre-dispatch inspection clause has been selected in ATC):

By BHEL / BHEL appointed TPIA at vendor works

Post Receipt Inspection at consignee site before acceptance of stores: By BHEL at BHEL Stores

4. Generic

Registration / Empanelment Requirement: Contract shall be awarded to only such sellers , who are registered / empanelled / approved / enlisted with

NPCIL

for the required goods / service category on the date of bid opening. Prospective bidders (if not already registered), are advised to get themselves registered with the said registration authority before bid opening date. (It is certified that the registration is granted by the registering agency as per Rule 150 of GFR following a fair, transparent and reasonable procedure.)

5. 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 up to 25% of the contracted quantity during the currency of the contract at the contracted rates. The delivery period of quantity shall commence from the last date of original delivery order and in cases where option clause is exercised during the extended delivery period the additional time shall commence from the last date of extended delivery period. The additional delivery time shall be (Increased quantity \div Original quantity) \times Original delivery period (in days), subject to minimum of 30 days. If the original delivery period is less than 30 days, the additional time equals the original delivery period. The Purchaser may extend this calculated delivery duration up to the original delivery period while exercising the option clause. Bidders must comply with these terms.

6. Inspection

Pre-dispatch inspection at Seller premises (Fee/Charges to be borne by the BUYER): Before dispatch, the goods will be inspected by Buyer / Consignee or their Authorized Representative or by Nominated External Inspection Agency (independently or jointly with Buyer or Consignee as decided by the Buyer) at Seller premises (or at designated place for inspection as declared / communicated by the seller) for their compliance to the contract specifications. Fee/Charges taken by the External inspection Agency and any external laboratories testing charges shall be borne by the Buyer. For in-house testing, the Sellers will provide necessary facilities free of cost. Seller shall notify the Buyer through e-mail about readiness of goods for pre-dispatch inspection and Buyer will notify the Seller about the Authorized Representative/ Nominated External Inspection Agency and the date for testing. The goods would be dispatched to consignee only after clearance in pre-dispatch inspection. Consignee's right of rejection as per GTC in respect of the goods finally received at his location shall in no way be limited or waived by reason of the goods having previously been inspected, tested and passed by Buyer/ Consignee or its Nominated External Inspection Agency prior to the goods' shipment. While bidding, the sellers should take

into account 7 days for inspection from the date of email offering the goods for inspection. Any delay in inspection beyond 7 days shall be on the part of the buyer and shall be regularised without Liquidated Damages.

When there is requirement of submission the advance sample, the seller shall inform the buyer promptly through emails about the date of submission of sample to the buyer nominated Inspection agency.

7. Generic

- 1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
- 2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
- 3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.

8. 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.

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 <u>attached categories</u>, 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.

All GeM Sellers / Service Providers are mandated to ensure compliance with all the applicable laws / acts / rules including but not limited to all Labour Laws such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972 etc. Any non-compliance will be treated as breach of contract and Buyer may take suitable actions as per GeM Contract.

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---