

Bid Corrigendum

GEM/2022/B/2735507-C3

Following terms and conditions supersede all existing "Buyer added Bid Specific Terms and conditions" given in the bid document or any previous corrigendum. Prospective bidders are advised to bid as per following Terms and Conditions:

Buyer Added Bid Specific Additional Terms and Conditions

1. **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. **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): AT VENDOR WORKS BY BHEL TEAM
Post Receipt Inspection at consignee site before acceptance of stores: AT BHEL HEEP HARIDWAR
3. Actual delivery (and Installation & Commissioning (if covered in scope of supply)) is to be done at following address PARAS CENTRAL PLANT STORE BHEL HEEP HARIDWAR UTTARAKHAND 249403.
4. Bidders can also submit the EMD with Account Payee Demand Draft in favour of BHEL HEEP HARIDWAR payable at HARIDWAR .
Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.
5. Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name BHEL HEEP Account No. 10667995458 IFSC Code SBIN0000586 Bank Name State Bank of India Branch address State Bank of India SME Branch Ranipur, Sector-5A , BHEL RANUPUR HARDWAR PIN - 249403, UK.
Bidder to indicate bid number and name of bidding entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer along with bid.
6. Bidders shall quote only those products (Part of Service delivery) in the bid which are not obsolete in the market and has at least 1 years residual market life i.e. the offered product shall not be declared end-of-life by the OEM before this period.
7. 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.
8. Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.
9. 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.
10. Buyer Added text based ATC clauses

CORRIGENDA FOR TECHNICAL SPECIFICATION IS AS

BELOW:

**Technical Specifications of 400 KVA, 11/.415 KV
Distribution Transformer**

Technical Specifications	Old Parameters	New Parameters	Vendor Compliance
Name of Manufacturer			
BIS License Number - Must declare	Required	Same	
Energy efficiency level	≥ 2	2 As per latest 1180:2014 Amend No 4	
BEE Star Rating	≥ 4	2	
Nominal system voltage, HV (in kV)	11	Same	
Nominal system voltage, LV (in V)	415	415	
Standard ratings (in kVA)	400	Same	
Rated frequency	50 Hz +/-5%	Same	

Minimum basic insulation level (in kVP)	75	Same	
No load voltage ratios (in Volts)	11000/433-250	11000/415	
Highest system voltage for equipment (in kV)	12	Same	
Rated lightning impulse withstand voltage (in kV Peak) (Refer IS:1180 (Part 1):2014 Annex-D)	75	Same	
Core material	CRGO (as per IS:3024 latest)	Same	
Conductor (Winding) material	Copper	Same	
Insulating paper	Kraft Paper (as per IS:9335 latest)	Same	
Vector Group	Dyn-11	Same	
Type of Mounting	Ground Mounted	Same	
Method of system earthing	effectively earthed system	Same	

Standard fittings shall be provided with each distribution transformer	as per Cl.20.1 of IS:1180 (Part 1):2014 Amdt.1	Same	
Noise level at rated voltage and frequency, Maximum (in dB)	55	Same	
Transformer tank cover construction	Non-sealed, Bolted	Same	
Tank configuration with	With radiator fins	Same	
Type of cooling	ONAN	Same	
Material of transformer tank	Mild Steel	Same	
Minimum thickness of top and bottom material of transformer tank (in mm)	6	Same	
Minimum thickness of side material of transformer tank (in mm)	4	Same	
Material of Bolts/Nuts/Wahers exposed to atmosphere	Stainless steel (for upto 12 mm size),Brass (for upto 12 mm size),Electro Galvanized (for above 12 mm size),Hot Dip Galvanized (for above	Same	

	12 mm size)		
Gaskets wherever used shall conform to	Type III (as per IS:11149) Type C (as per IS:4253 (Pt.2)	Same	
Provision of conservator	Yes , for Non sealed type with Plain tank construction	Same	
Insulating Oil	Mineral oil (as per IS:335 latest)	Same	
Transformer to be supplied with transformer oil	Yes	Same	
Shape of transformer tank	Rectangular	Same	
Pressure and Vacuum requirements	as per Cl.15.2 of IS:1180 (Part 1):2014 latest	Same	
Type of painting on inside of tank (hint: Refer Table 12 of IS:1180 (Pt.1):2014)	Oil resistant paint	Same	
Type of painting on External surface of tank (hint: Refer Table 12 of IS:1180 (Pt.1):2014)	Epoxy (Primer), Polyurethane (finish coat)	Same	

Tap changing arrangement	Off circuit , externally operated switch with mechanical locking device and a position indicator	Same	
Winding tapped	HV	Same	
No. of positions (in Nos.)	7	5	
Voltage variation	+5% to -10% in steps of 2.5% for variation of HV	+5% to -5% in steps of 2.5% for variation of HV	
Transformer fitted with bushings of appropriate voltage and current ratings on HV side	Yes. 3 Nos. (Conforming to IS:2099)	Same	
Transformer fitted with bushings of appropriate voltage and current ratings on LV side	Yes. 4 Nos. (Conforming to IS:7421)	Same	
Cable End Box on HV side	Yes	Same	
Minimum External air clearances between bushings mounted on transformers	as per Table 10 of IS:1180 (Part 1):2014 latest	Same	
Material of rating plate	Anodized aluminum	Same	
Marking method on rating plate	Engraved	Same	

Rating and terminal marking plates combined into one plate	Yes	Same	
Suitable rating lightning arrestors	HT Side, 1 No. per phase	Not Required	
Terminal connectors	Yes	Same	
Oil temperature indicator and widening temperature indicator	Yes	Same	
Buchholz relay	Transformer should have Buchholz relay	Same	
Unidirectional flat rollers	Yes	Same	
Drain cum sampling valve	Yes with steel plug (for transformers upto 500 KVA)	Same	
Maximum ambient air temperature (in deg. C)	50	Same	
Minimum ambient air temperature (in deg. C)	-5	Same	
Maximum average daily ambient air temperature (n deg. C)	40	Same	

Maximum yearly weighted average ambient temperature (in deg. C)	32	Same	
Min. Relative humidity (in %)	26	Same	
Max. Relative humidity (in %)	95	Same	
Max. Wind Pressure kg/sq.m	150	Same	
Maximum altitude	<5000 m	Same	
Availability of all type of test report and certificates (type test reports-NABL Accrediated, routine test reports, BIS Licencse certificate , Energy Star Rating certificate)	Confirmation Required from Vendor at the time of technical bid and must be provided at the time of delivery of transformer to BHEL Store.	Same	
Agreed to furnish complete drawings of Distribution transformer to the buyer / consignee on demand	Yes	Same	
The design calculation in support of flux density shall furnish to the buyer / consignee	Yes	Same	
Agreed for stage Inspection as required by buyer	Yes	Same	

<p>The product shall comply with all relevant Gazette notifications of Govt., of India with all latest amendments up to date, as applicable</p>	<p>Yes</p>	<p>Same</p>	
<p>Availability of test report for Determination of sound level test</p>	<p>Yes</p>	<p>Same</p>	
<p>Availability of test report for short circuit withstand test</p>	<p>Yes</p>	<p>Same</p>	
<p>Availability of test report for No load current at 112.5 % Voltage</p>	<p>Yes</p>	<p>Same</p>	
<p>BDV and moisture content of oil in the transformer</p>	<p>Yes for 1 No.</p>	<p>Same</p>	
<p>Other requirements</p>	<p>Losses and Impedance values as per Cl.7.8 and Table 6 of IS:1180 (Part 1):2014 latest, Limits of temperature-rise as per Cl.7.10 of IS:1180 (Part 1):2014 latest</p>	<p>Same</p>	
<p>OPTIONAL FITTINGS</p>		<p>1-No self-protection is required on HV OR LV side.</p> <p>2- Explosion Vent pipe or Pressure Release valve is required.</p>	

SPECIAL TERMS AND CONDITIONS

1. **PAYMENT TERM:** 80% payment of Supply value shall be made within 45 days for MSE, 60 days for Medium Enterprises and 90 days for Non-MSE from the date of receipt of material at BHEL. Balance 20% of Supply value will be paid after acceptance of material as per PO and submission of Performance Bank Guarantee (PBG) valid for **27 months** from the guarantee/ warranty period by Supplier from any of the Consortium Banks of BHEL for 10% of total PO Value in the prescribed Format. The PBG confirmation charges shall be borne by vendor.

2. **Bank Guarantee and Loading against non-acceptance of BHEL's Payment Terms:**

If payment terms as mentioned by BHEL are not agreed by bidder, such bidder have to submit Bank Guarantee at the time of payment / opening of LC in the prescribed Format of the amount, exceeding 80% of the PO value, valid till issue of E&C Certificate for the equipment. However, in no case, payment against dispatch shall exceed 90% of the PO Value.

Additionally, for any deviation sought including as mentioned above, in Payment Terms by bidder w.r.t. tender conditions, following loading shall be followed: (a) Benchmark Prime Lending Rate (BPLR) of SBI as applicable on the scheduled date of tender opening + 2%, for the amount & period of relaxation sought by bidder. (b) On account of payment through LC, if insisted by bidder, Bank charges shall also be loaded for the deviation in (i) opening of LC by BHEL and (ii) period and amount of LC w.r.t. NIT norms, as per the prevailing bank rates.

3. **ERECTION & COMMISSIONING - E & C is not applicable for this tender.**

1. **CHARGES FOR SERVICES AT BHEL HARIDWAR:** Prices offered on GeM portal shall be inclusive for complete scope of work. Vendor to demonstrate all the function & features of the item being procured.

4. **Penalty for Delay in 'SUPPLY':**

Penalty on delay in 'Supply' will be applicable to the delays attributed to vendor. Penalty will be considered for 'Supply'.

A. For delay in Supply:

The rate of penalty for delayed Supply shall be @ 0.5% per week of delay of total PO value (Supply) in supply subject to a maximum of 10% of total PO value (Supply).

In case any bidder is not accepting the above penalty for delayed Supply, the offer of bidder shall be loaded to the extent to which it is not agreed by the bidder.

In case, any shortage is noticed viz-a-viz PO requirement in the main equipment /spares, such shortages shall be replenished by supplier on FOR destination basis without any cost implication to BHEL i.e. Custom Duty and freight charges etc. up to destination for such short supplies shall be borne by the supplier.

Delivery date to be considered for calculating Late Delivery Penalty: Delivery FOR Destination: - Date of receipt at BHEL Hardwar (if supply is direct to BHEL).

5. BHEL will not provide boarding, lodging, travel cost (Air ticket, local transport etc.) to vendor's representatives visiting BHEL Hardware for job related work.

6. Delivery Basis: FOR Destination Basis (Date of receipt at BHEL Hardwar (if supply is direct to BHEL)).

7. **Evaluation shall be done on Total Landed Cost to BHEL Haridwar.**

Total Landed Cost to BHEL includes Material cost, Freight charges, GST etc.

8. Date of Part-1 Opening shall be considered for Cost Evaluation Process.

9. **PERFORMANCE BANK GUARANTEE (PBG):** Performance Bank Guarantee (PBG) valid for **27 months** beyond the guarantee period by Supplier from any of the Indian branch of Consortium Banks of BHEL or from a reputed bank and confirmed by Indian branch of Consortium Banks of BHEL for 10% of total PO Value in the prescribed Format in the currency of order. The PBG confirmation charges shall be borne by vendor. This bank guarantee shall have to be submitted before release of last balance payment.

10. **Delivery Period:**

Delivery period shall be 100 days from the date of PO.

11. **PRE-DISPATCH INSPECTION CLAUSE:** BHEL is authorized to pre-inspect the material at vendor's works. The material will be dispatched only after getting clearance from BHEL.

Bidders should give Pre-Dispatch Inspection (PDI) call at least 15 days before the scheduled delivery date. If supplier fails to give pre-inspection call with in stipulated time, this will not be a reason of penalty waiver or delivery extension.

Travel, Lodging & Boarding charges of BHEL inspectors / trainees during pre-inspection and

training will be borne by BHEL.

For details, please refer Technical Specification of this Tender Enquiry.

12. **ERNEST MONEY DEPOSIT (EMD):** EMD shall be applicable for this tender is Rs. **Forty Thousand Only**.

EMD shall be waved off for Central/State- PSUs/ Government Department and for Micro & small Enterprises.

EMD shall be waved off as per GEM Terms and Conditions also for vendors who are seeking exemption as per GeM Terms and Conditions.

Please note that EMD by the tenderer shall be forfeited as per Tender Documents if, the successful bidder/vendor refuses to honour the order after award of the same or him and/or withdraws his bid and/or unilaterally changes the offer and/or any of its terms & conditions within the validity period.

EMD given by the unsuccessful tenderer shall be refunded on acceptance of award / LOI/ PO by successful tenderer. The EMD of successful bidder shall be returned after submission of Contract execution bank guarantee.

EMD shall be not carry any interest. EMD shall be returned after PO placement.

Offer of the bidder shall be straight away rejected in the following cases:

1. If EMD is not submitted at the time of Tender Submission.
2. If any dealer/Authorised representative/Traders is quoting item of their OEM then EMD benefit shall not be passed on to any dealer/Authorised representative/Traders.
3. If any bidder's claims EMD benefit on GeM portal while submitting the offer and after tender opening while evaluation, it is found that the claim of bidder is not as per EMD exemption guidelines, then the offer of the bidder shall be ignored and no communication in this matter shall be entertained.

13. The evaluation currency for this tender shall be INR.

14. **ATTENDING TO ANY COMPLAINT DURING WARRANTEE PERIOD:** Vendor will have to ensure deputation of their people for commissioning or for attending to any complaint during Warrantee period within 6 days of intimation.

In case of delay BHEL will be within their rights to get the job completed at the risk and cost of the

supplier.

15. Purchaser i.e. BHEL, Haridwar reserves the right to cancel this GEM Custom Bid Tender Enquiry at any stage of Tender Enquiry but, before Purchase Order Placement on GeM Portal. BHEL Haridwar shall not be liable to any of the bidder/or any other agencies to tell the reason for cancellation of this GEM Custom Bid Tender Enquiry. In this matter the decision of Purchase which is BHEL Haridwar shall be final and can't be challenged in any court of Law.

16. Settlement of Disputes:

If any dispute, controversy or claim arising out of, relating to, or in connection with, this contract, or the breach, termination or validity thereof, arises, both parties hereto shall endeavor to settle such dispute amicably. Should this attempt fail, the disputes between the parties shall be resolved through arbitration in accordance with the Arbitration and Conciliation Act, 1996. The attempt to bring about an amicable settlement is considered to have failed as soon as one of the parties hereto, after reasonable attempts (which attempt shall continue for not less than 30 days); give 30 days' notice, in writing, invoking arbitration and calling upon the other party to constitute the tribunal as provided.

All or any such disputes or differences arising between the parties to this contract shall be referred to an Arbitral Tribunal consisting of single arbitrators. Sole arbitrator shall be appointed on mutually agreed by both the parties.

The place of arbitration shall be New Delhi for foreign vendors. The language of arbitration shall be English. The substantive law applicable to the substance of the dispute shall be the Indian Law. GISTC clause may be referred for this clause.

For Indigenous Source. The venue of arbitration shall be Haridwar Courts, which will have exclusive jurisdiction.

Conciliation Clause: Model conciliation clause for conduction conciliation proceedings under the BHEL conciliation scheme, 2018 (enclosed as Annexure- D) will be applicable against this enquiry. Kindly confirm.

Arbitration Clause:

In case of any dispute arising out of or in connection with this contract, the same shall be referred to arbitration under Arbitration & Conciliation Act 1996 of a sole arbitrator who shall be appointed by mutual consent of the parties. The seat & venue of arbitration shall be Haridwar. The proceedings shall be conducted in English. The governing law of the contract shall be the substantive Law of India.

17. Risk Purchase Clause

In case of abnormal delays (beyond the maximum late delivery period as per LD clause) in supplies / defective supplies or non-fulfillment of any other terms and conditions given in Purchase Order, BHEL may cancel the Purchase Order in full or part thereof, and may also make the purchase of such material from elsewhere / alternative source at the risk and cost of the supplier. BHEL will take all reasonable steps to get the material from alternate source at optimum cost. If bidder does not agree to the above Risk Purchase Clause, BHEL reserves the right to reject the offer. In case for compelling reasons BHEL accepts the offer without acceptance of this clause

by the bidder and in the eventuality of Risk Purchase, appropriate action will be taken as per BHEL extant rules. This will be without prejudice to any other right of BHEL under the contract or under General Law.

18. **Force Majeure Clause**

a) Either party shall be entitled to suspend performance of his obligations under the contract to the extent that such performance is impeded or made unreasonably onerous by any of the following circumstances: fire, war, flood, riots, earthquake etc.

b. The party claiming to be affected by force majeure shall notify the other party in writing immediately without delay on the intervention and on the cessation of such circumstances. If force majeure prevents the purchaser from fulfilling his obligations, he shall not be forced to compensate the contractor for expenses.

c. Regardless of what might otherwise follow from these general conditions, either party shall be entitled to terminate the contract by notice in writing to the other party if performance of the contract remains suspended under Clause Force Majeure for more than 6 months.

d. Evidence for this would be "Force Majeure" certificate issued by chamber of commerce of the concerned country.

19. **War Like Situation**

If the war like situation has developed in a country where a vendor's works involved in this tender is located or there is political instability and Indian Embassy located in that country forbids dealing with the said vendor or advises for not having any business dealing with vendor located in such zone / region/ country, then BHEL reserves the right not to consider the offer of such a vendor or to cancel the order in case the order has already been placed and suspend further dealings till normalcy in the country/ region is confirmed by Indian Embassy.



20. **Action against Bidders / vendor / supplier / contractor in case of default:**

In order to protect the commercial interests of BHEL, BHEL shall take action against supplies / contractors by way of suspension of business dealings, who either fail to perform or are in default without any reasonable cause, cause loss of business/ money/ reputation, indulge in malpractices, cheating, bribery, fraud or any other misconduct or formation of cartels so as to influence the bidding process or influence the price etc.

Suspension of Business Dealings could be in the form of "Hold" or "Banning" a supplier/ contractor or a bidder and shall be as per "Guidelines for Suspension of Business Dealings with Suppliers/ Contractors" available at BHEL's website "<https://www.bhel.com/guidelines-suspension-business-dealings-supplierscontractors>"

21. **Taxes & duties**

GST Registration Number

Address of Principal place of Business

Type of Business

HSN Code, its description & rate of applicable GST for the offered material

Whether registered under Composite scheme of GST (Y/N).

It should be noted that the evaluation of the offers shall be done considering the taxation/benefits as applicable under GST.

Please submit your GST registration certificate.

Note: TDS as per Statutory guidelines will be deducted at source. Kindly submit your offer accordingly.

22. **Purchase Preference for (Make in India)**

For this procurement, the local content to categorize a supplier as a Class-I supplier / class-II local supplier / Non-local supplier and purchase preference to class -I local supplier, is as defined in public procurement (preference to make in India), Order 2017 dated 04.06.2020 issued by DPIIT. In case of subsequent orders issued by the nodal ministry, changing the definition of local content for the items of the NIT, the same shall be applicable even if issued after issue of this NIT, but before opening of Part-II bids against this NIT”.

The local supplier at the time of tender, bidding or solicitation shall be required to provide self-certification (Format enclosed) that the item offered meets the minimum local content and shall give details of the location (s) at which the local value addition is made.

23. Bidder agrees to submit performance security required for execution of the contract within the time period mentioned. In case of delay in submission of performance security, enhanced performance security which would include interest (SB/ rate + 6%) for the delayed period, shall be submitted by the bidder. Further, if performance security is not submitted till such time the first bill becomes due, the amount of performance security due shall be recovered as per terms defined in NIT I contract, from the bills along with due interest.

24. In the event of any disallowance of input credit or applicability of interest or any other financial liability arises on BHEL-Haridwar due to any default of supplier under GST, such implication shall be to supplier's account.

Statutory Variation in Taxes & duties as applicable at the time of supply shall be payable. However, in the event of no change in law but bidder quoting certain tax structure in bid document which is lower than the applicable one, such amount shall be the maximum amount of tax that can be claimed by bidder.

Attach separate sheet for additional information if necessary. The above terms & condition supersedes the terms & conditions found contradictory written elsewhere in the offer.

Attach separate sheet for additional information if necessary. The above terms & condition supersedes the terms & conditions found contradictory written elsewhere in the offer.

25. The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

In case, the Bidder is found having indulged in above activities, suitable action shall be

taken by BHEL as per extant policies/ guidelines.

26. GST Input Tax Credit shall be applicable for this tender.
27. Participating bidders must reply against each point of BHEL Technical Specification.
28. Warranty period shall be two years from date of material received at BHEL store.
29. Early Delivery is acceptable.
30. Test Certificate required as per Technical Specifications of this tender enquiry.
31. Routine Test Certificate required with delivery of material.
32. No Special Tools and Recommended Spares are required.
33. Operation and Maintenance manual along with Instruction Manual is required as per Technical Specifications of this tender enquiry.
34. Suppliers are requested to send point wise reply to BHEL Technical Specification.
35. Technical Specification along with PQR of above-mentioned Special Terms and Conditions of this tender enquiry shall prevail where any contradiction arises with GeM terms and conditions.
36. Years of Past Experience Required selected as 1 and Past Performance selected as 10 in this GeM Tender shall not be applicable for this GEM Bid. Bidders are requested to kindly ignore these two parameters in this GEM bid and these two parameters shall not be considered for Tender Evaluation. Bidders are requested to quote the item as per Technical Specification, PQR and Special Terms and Conditions as mentioned in this GeM bid.
37. The vendor needs to supply the items in line with the clauses of the attached technical specification and as per terms of the tender document.
38. This Special Terms and Conditions shall prevail for commercial parameters for this Tender Enquiry.
39. For any kind of queries related to this tender enquiry, kindly contact undersigned on sanjay.singh@bhel.in and +919899095970/01334281147.
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11. 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.
12. **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.

13. Scope of supply (Bid price to include all cost components) : Only supply of Goods
14. While generating invoice in GeM portal, the seller must upload scanned copy of GST invoice and the screenshot of GST portal confirming payment of GST.

Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization. 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 incorporated by the Buyer such as demanding Tender Sample, incorporating any clause against the MSME policy and Preference to make in India Policy, mandating any Brand names or Foreign Certification, changing the default time period for Acceptance of material or payment timeline governed by OM of Department of Expenditure shall be null and void and would not be considered part of bid. Further any reference of conditions published on any external site or reference to external documents/clauses shall also be null and void. 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. Also, GeM does not permit collection of Tender fee / Auction fee in case of Bids / Forward Auction as the case may be. Any stipulation by the Buyer seeking payment of Tender Fee / Auction fee through ATC clauses would be treated as null and void.

*This document shall overwrite all previous versions of Bid Specific Additional Terms and Conditions.

[This Bid is also governed by the General Terms and Conditions](#)