

Bid Document

Bid Details	
Bid End Date/Time	30-12-2022 15:00:00
Bid Opening Date/Time	30-12-2022 15:30:00
Bid Offer Validity (From End Date)	70 (Days)
Ministry/State Name	Ministry Of Heavy Industries And Public Enterprises
Department Name	Department Of Heavy Industry
Organisation Name	Bharat Heavy Electricals Limited (bhel)
Office Name	10170006-ivp Goindwal
Total Quantity	390000
Item Category	Matl Code - 412400010000 Description - M24x70 EXTENDED HSFG BOLTS and NUTS Grade 8.8 Drg No - 3-35-700-06802 Spec No - TDC - 5 - 215 - rev 01 , Matl Code - 412403009001 Description - M30X90 EXTENDED HSFG BOLTS and NUTS Grade 10.9 Drg No - 3-35-700-09999 Spec No - TDC - 5 - 215 - rev 01 , Matl Code - 412403013001 Description - M30X130 EXTENDED HSFG BOLTS and NUTS Grade 10.9 Drg No - 3-35-700-09999 Spec No - TDC - 5 - 215 - rev 01 , Matl Code - 412403017001 Description - M30X170 EXTENDED HSFG BOLTS and NUTS Grade 10.9 Drg No - 3-35-700-09999 Spec No - TDC - 5 - 215 - rev 01 , Matl Code - 412403020001 Description - M30X200 EXTENDED HSFG BOLTS and NUTS Grade 10.9 Drg No - 3-35-700-09999 Spec No - TDC - 5 - 215 - rev 01 , Matl Code - 412412006001 Description - M20X60 EXTENDED HSFG BOLTS and NUTS Grade 8.8 Drg No - 3-35-700-09998 Spec No - TDC - 5 - 215 - rev 01 , Matl Code - 412412009001 Description - M20X90 EXTENDED HSFG BOLTS and NUTS Grade 8.8 Drg No - 3-35-700-09998 Spec No - TDC - 5 - 215 - rev 01 , Matl Code - 414190002000 Description - M20 WASHER Grade 10.9 Spec No - TDC - 5 - 211 - rev 02 , Matl Code - 414180002400 Description - M24 WASHER Grade 8.8 Spec No - TDC - 5 - 211 - rev 02
BOQ Title	Supply of High Strength Friction Grip Fasteners
MSE Exemption for Years of Experience and Turnover	No
Startup Exemption for Years Of Experience	Yes
Document required from seller	Experience Criteria,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	Yes
RA Qualification Rule	H1-Highest Priced Bid Elimination

Bid Details	
Type of Bid	Two Packet Bid
Primary product category	Matl Code - 414180002400 Description - M24 WASHER Grade 8.8 Spec No - TDC - 5 - 211 - rev 02
Time allowed for Technical Clarifications during technical evaluation	2 Days
Payment Timelines	Payments shall be made to the Seller within 90 days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC)
Evaluation Method	Item wise evaluation

EMD Detail

Required	No
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ePBG Detail

Required	No
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(a). The EMD Amount will be applicable for each schedule/group selected during Bid creation.

Splitting

Bid splitting not applied.

MII Purchase Preference

MII Purchase Preference	Yes
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MSE Purchase Preference

MSE Purchase Preference	Yes
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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 .In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.

3. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% (Selected by Buyer)of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for 25%(selected by Buyer) percentage of total QUANTITY.

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.

5. 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

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	Matl Code - 412400010000 Description - M24x70 Extended Hsfg Bolts And Nuts Grade 8.8 Drg No - 3-35-700-06802 Spec No - Tdc - 5 - 215 - Rev 01	5000
Schedule 2	Matl Code - 412403009001 Description - M30x90 Extended Hsfg Bolts And Nuts Grade 10.9 Drg No - 3-35-700-09999 Spec No - Tdc - 5 - 215 - Rev 01	13000
Schedule 3	Matl Code - 412403013001 Description - M30x130 Extended Hsfg Bolts And Nuts Grade 10.9 Drg No - 3-35-700-09999 Spec No - Tdc - 5 - 215 - Rev 01	13000
Schedule 4	Matl Code - 412403017001 Description - M30x170 Extended Hsfg Bolts And Nuts Grade 10.9 Drg No - 3-35-700-09999 Spec No - Tdc - 5 - 215 - Rev 01	8000
Schedule 5	Matl Code - 412403020001 Description - M30x200 Extended Hsfg Bolts And Nuts Grade 10.9 Drg No - 3-35-700-09999 Spec No - Tdc - 5 - 215 - Rev 01	1000
Schedule 6	Matl Code - 412412006001 Description - M20x60 Extended Hsfg Bolts And Nuts Grade 8.8 Drg No - 3-35-700-09998 Spec No - Tdc - 5 - 215 - Rev 01	60000

Schedule 7	Matl Code - 412412009001 Description - M20x90 Extended Hsfg Bolts And Nuts Grade 8.8 Drg No - 3-35-700-09998 Spec No - Tdc - 5 - 215 - Rev 01	1000 0
Schedule 8	Matl Code - 414190002000 Description - M20 Washer Grade 10.9 Spec No - Tdc - 5 - 211 - Rev 02	8000 0
Schedule 9	Matl Code - 414180002400 Description - M24 Washer Grade 8.8 Spec No - Tdc - 5 - 211 - Rev 02	2000 00

Matl Code - 412400010000 Description - M24x70 EXTENDED HSFG BOLTS And NUTS Grade 8.8 Drg No - 3-35-700-06802 Spec No - TDC - 5 - 215 - Rev 01

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

Brand Type	Unbranded
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Technical Specifications

Specification Document	View File
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Sumeet Bansal	620014, Manager / Stores - 11 Fossil Boilers, BHEL High Pressure Boiler Plant	5000	60

Matl Code - 412403009001 Description - M30X90 EXTENDED HSFG BOLTS And NUTS Grade 10.9 Drg No - 3-35-700-09999 Spec No - TDC - 5 - 215 - Rev 01

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

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Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Sumeet Bansal	620014,Manager / Stores - 11 Fossil Boilers, BHEL High Pressure Boiler Plant	13000	60

**Matl Code - 412403013001 Description - M30X130 EXTENDED HSFG BOLTS And NUTS
Grade 10.9 Drg No - 3-35-700-09999 Spec No - TDC - 5 - 215 - Rev 01**

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

Brand Type	Unbranded
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Technical Specifications

Specification Document	View File
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Sumeet Bansal	620014,Manager / Stores - 11 Fossil Boilers, BHEL High Pressure Boiler Plant	13000	60

**Matl Code - 412403017001 Description - M30X170 EXTENDED HSFG BOLTS And NUTS
Grade 10.9 Drg No - 3-35-700-09999 Spec No - TDC - 5 - 215 - Rev 01**

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

Brand Type	Unbranded
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Technical Specifications

Specification Document	View File
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Sumeet Bansal	620014,Manager / Stores - 11 Fossil Boilers, BHEL High Pressure Boiler Plant	8000	60

Matl Code - 412403020001 Description - M30X200 EXTENDED HSPG BOLTS And NUTS Grade 10.9 Drg No - 3-35-700-09999 Spec No - TDC - 5 - 215 - Rev 01

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

Brand Type	Unbranded
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Technical Specifications

Specification Document	View File
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Sumeet Bansal	620014,Manager / Stores - 11 Fossil Boilers, BHEL High Pressure Boiler Plant	1000	60

**Matl Code - 412412006001 Description - M20X60 EXTENDED HSFG BOLTS And NUTS
Grade 8.8 Drg No - 3-35-700-09998 Spec No - TDC - 5 - 215 - Rev 01**

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

Brand Type	Unbranded
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Technical Specifications

Specification Document	View File
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Sumeet Bansal	620014,Manager / Stores - 11 Fossil Boilers, BHEL High Pressure Boiler Plant	60000	60

**Matl Code - 412412009001 Description - M20X90 EXTENDED HSFG BOLTS And NUTS
Grade 8.8 Drg No - 3-35-700-09998 Spec No - TDC - 5 - 215 - Rev 01**

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

Brand Type	Unbranded
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Technical Specifications

Specification Document	View File
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Sumeet Bansal	620014,Manager / Stores - 11 Fossil Boilers, BHEL High Pressure Boiler Plant	10000	60

Matl Code - 414190002000 Description - M20 WASHER Grade 10.9 Spec No - TDC - 5 - 211 - Rev 02

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

Brand Type	Unbranded
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Technical Specifications

Specification Document	View File
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Sumeet Bansal	620014,Manager / Stores - 11 Fossil Boilers, BHEL High Pressure Boiler Plant	80000	60

Matl Code - 414180002400 Description - M24 WASHER Grade 8.8 Spec No - TDC - 5 - 211 - Rev 02

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

Brand Type	Unbranded
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Technical Specifications

Specification Document	View File
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Sumeet Bansal	620014, Manager / Stores - 11 Fossil Boilers, BHEL High Pressure Boiler Plant	200000	60

Buyer Added Bid Specific Terms and Conditions

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

Supply of High Strength Friction Grip (HSFG) Fasteners (Bolts, Nuts and Washers)

(I) PRE-QUALIFICATION CRITERIA:

Bidder has to submit following documents to fulfil PQC:

Experience Criteria:

- Supplier shall be manufacturer of Fasteners. Offers from Traders/Dealers/Stockists/agents will summarily be rejected. Submission of Certificate of Registration or UAM/Udyam Certificate or Declaration from bidder for proof as a manufacturer is required to fulfil this criteria.
- Bidder has to submit one or more purchase order/s of similar Bolts, Nuts or Washers (Bolt Grade 8.8 or 10.9; Nut Grade 8/8.8,10/10.9; Washer Grade 8/8.8,10/10.9) from any customer with minimum cumulative value of Rs. 25,00,000 (Twenty-Five Lacs) as proof. All mentioned values are net of taxes. PO date should be 01.12.2019 or onwards till bid opening date". The invoice copies w.r.t. submitted PO are also required as proof of order completion.

Start-ups shall be exempted from this criterion of Purchase order and invoice submission without any relaxation in quality standards or technical parameters as per D.O. No. 5(4)/2016-BE-I dated 15.02.2017. For claiming Start-Up exemption, vendors have to submit DPIIT (Dept. of Promotion of Industry and Internal Trade)/DIPP (Department for Industrial Policy and Promotion) recognition certificates.

BHEL may carry out evaluation of bidder's capability. BHEL reserves the right to accept/reject any offer based on evaluation of bidder's capability. For verification of data presented for pre-qualification bid, BHEL may decide to visit the bidder(s) works. Any fact found deviating from bids during evaluation shall make the bidder liable to be dis-qualified.

(II) Scope of Supply:

UNIT RATES TO BE QUOTED INCLUSIVE OF ALL TAXES AND ON FOR BHEL TRICHY BASIS

Sl. No.	Material Code	Description	Quantity (Nos.)	Applicable Technical Delivery condition (TDC)	Bolt Drawing No.
1	412400010000	M24x70 EXTENDED HSFG BOLTS and NUTS Grade 8.8	5000	TDC-5-215-rev 01	3-35-700-06802
2	412403009001	M30X90 EXTENDED HSFG BOLTS and NUTS Grade 10.9	13000	TDC-5-215-rev 01	3-35-700-09999
3	412403013001	M30X130 EXTENDED HSFG BOLTS and NUTS Grade 10.9	13000	TDC-5-215-rev 01	3-35-700-09999
4	412403017001	M30X170 EXTENDED HSFG BOLTS and NUTS Grade 10.9	8000	TDC-5-215-rev 01	3-35-700-09999
5	412403020001	M30X200 EXTENDED HSFG BOLTS and NUTS Grade 10.9	1000	TDC-5-215-rev 01	3-35-700-09999
6	412412006001	M20X60 EXTENDED HSFG BOLTS and NUTS Grade 8.8	60000	TDC-5-215-rev 01	3-35-700-09998
7	412412009001	M20X90 EXTENDED HSFG BOLTS and NUTS Grade 8.8	10000	TDC-5-215-rev 01	3-35-700-09998
8	414190002000	M20 WASHER Grade 10.9	80000	TDC-5-211-rev 02	--

9	41418000 2400	M24 WASHER Grade 8.8	20000 0	TDC-5-211- rev 02	--
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For item Sr. no. 1 to 7, "1 number" of Quantity = 1 Bolt + 1 Nut.
Bolts are to be supplied as per Drawings & TDCs, while Nuts and Washers to be supplied as per relevant TDC.
Applicable 'Standard Quality Plan': SQP: HSFG:01 Rev: 00 dated 28.09.2020.
Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively.

(III) Delivery Destination:

The material is to be supplied to BHEL Trichy at following address:

Manager / Stores - 11
Fossil Boilers, BHEL
Boiler Plant Project P.O.
Tiruchirapalli - 620 014.
Tamilnadu, India.

(IV) Inspection:

Bidders will submit TPI (Third party inspection) report to BHEL IVP after TPI inspection. Then based on TPI report, BHEL will give dispatch clearance and then only the material shall be supplied to the above-mentioned consignee address.

(V) Payment Terms:

Payments shall be made to the Seller within the mentioned days (as per below table) of issue of consignee receipt cum-acceptance certificate (CRAC) and on-line 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 submitted as trader / dealer etc., bidder will be considered as Non-MSME. Also, if no valid certificate as per latest MSME guidelines is not submitted along with bid, then bidder will be considered as Non-MSME.

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(VI) Quantity Variation:

+/-10% Variation in the quantity is applicable in this tender enquiry.

(VII) Risk Purchase

Risk & Cost Clause, in line with Conditions of PO may be invoked in any of the following cases:

1. Supplier's poor progress of the supply vis-à-vis delivery/execution timeline as stipulated in the Contract, backlog attributable to supplier including unexecuted portion of supply that does not appear to be executable within balance available period
2. Withdrawal from or abandonment of the supply by contractor before completion as per contract.
3. Non-supply by the Supplier within scheduled completion/delivery period as per Contract or as extended from time to time, for the reasons attributable to the supplier.
4. Termination of Contract on account of any other reason (s) attributable to Supplier.
5. Assignment, transfer, subletting of Contract without BHEL's written permission resulting in termination of Contract or part thereof by BHEL.
6. Non-compliance to any contractual condition or any other default attributable to Supplier.

The value shall be calculated as follows:

$$\text{Risk \& Cost Amount} = \mathbf{[(A-B) + (A \times H/100)]}$$

Where,

A= Value of Balance scope of Supply (*) as per rates of new contract

B= Value of Balance scope of Supply (*) as per rates of old contract being paid to the supplier at the time of termination of contract i.e. inclusive of PVC, if any.

H = Overhead Factor shall be taken as 5

In case (A-B) is less than 0 (zero), value of (A-B) shall be taken as 0 (zero).

* **Balance Scope of Supply:** Difference of Contract Quantities and Executed Quantities as on the date of issue of Letter for 'Termination of Contract', shall be taken as balance scope of Supply for calculating risk & cost amount.

Contract quantities are the quantities as per original contract. If, Contract has been amended, quantities as per amended Contract shall be considered as Contract Quantities.

Recoveries from the supplier on whom Risk & Cost has been invoked shall be made from following:

1. Dues available in the form of Bills payable to supplier, SD, BGs against the same contract.
2. Dues payable to supplier against other contracts in the same Unit of BHEL.
3. Dues payable to supplier against other contracts in the different Regions / Units of BHEL.
4. Legal options for recovery of dues payable by the supplier.

3. **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.

4. **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 Third Party at Vendor Works

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

5. **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.

6. **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.

7. 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.

8. Generic

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

Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. Any clause(s) incorporated by the Buyer regarding following shall be treated as null and void and would not be considered as part of bid:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process.
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to

such representations.

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

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.

---Thank You---