

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	21-03-2023 14:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	21-03-2023 14:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	60 (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	10380038-heavy Plates & Vessels Plant
Total Quantity/कुल मात्रा	11
Item Category/मद केटेगरी	943240090000 PACKING D15.5MM, SPC 6127-0143 00 000 / PER UNPRICED BID , 943240100000 PACKING D17MM, SPC 6127-0143 00 000 AS PER UNPRICED BID
BOQ Title/बीओक्यू शीर्षक	H182300006 SUPPLY OF PACKING
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	2 Year (s)
MSE Exemption for Years of Experience/अनुभव के वर्षों से एमएसई छूट/ and Turnover	No
Startup Exemption for Years of Experience/अनुभव के वर्षों से स्टार्टअप छूट/ and Turnover	No
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria,Past Performance,Certificate (Requested ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC),Compliance of Bid specification and supporting document *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 buyer
Past Performance/विगत प्रदर्शन	20 %
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No
Type of Bid/बिड का प्रकार	Two Packet Bid

Bid Details/बिड विवरण	
Primary product category	943240090000 PACKING D15.5MM, SPC 6127-0143 00 000 / PER UNPRICED BID
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days
Payment Timelines	Payments shall be made to the Seller within 90 days of issue consignee receipt-cum-acceptance certificate (CRAC) and or 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	No
----------	----

ePBG Detail/ईपीबीजी विवरण

Required	No
----------	----

Splitting/विभाजन

Bid splitting not applied.

MII Purchase Preference/एमआईआई खरीद वरीयता

MII Purchase Preference/एमआईआई खरीद वरीयता	Yes
--	-----

MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
---	-----

1. Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OEM {themselves or their reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU / Public Listed Company for number of Financial years as indicated above in the bid document before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the Financial year. In case of bunch bids, the category of primary product having highest value should meet this criterion.

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 be 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 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 other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Or 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 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 shall 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 or an 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 (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 will be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in RA process.

5. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 20% of bid quantity, in at least one of the last three Financial years before the bid opening date to any Central / State Govt Organization / PSU / Public Listed Company. Copies of relevant contracts (proving supply of cumulative order quantity in any one financial year) to be submitted along with bid in support of quantity supplied in relevant Financial year. In case of bunch bids, the category related to primary product having highest bid value should meet this criterion.

943240090000 PACKING D15.5MM, SPC 6127-0143 00 000 AS PER UNPRICED BID

(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)

Brand Type/ब्रांड का प्रकार	Unbranded
-----------------------------	-----------

Technical Specifications/तकनीकी विशिष्टियाँ

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/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र.सं.	Consignee Reporting/Officer/परे षिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीव दिन
1	Indana Maria Joji Prasad	530012,Bharat Heavy Electricals Limited Heavy Plates and Vessels Plant (A Government of India Enterprise) Visakhapatnam - 530012 (AP), India.	3	60

943240100000 PACKING D17MM, SPC 6127-0143 00 000 AS PER UNPRICED BID

(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)

Brand Type/ब्रांड का प्रकार	Unbranded
-----------------------------	-----------

Technical Specifications/तकनीकी विशिष्टियाँ

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/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र.सं.	Consignee Reporting/Officer/परे षिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीव दिन
1	Indana Maria Joji Prasad	530012,Bharat Heavy Electricals Limited Heavy Plates and Vessels Plant (A Government of India Enterprise) Visakhapatnam - 530012 (AP), India.	6	60

943240090000 PACKING D15.5MM, SPC 6127-0143 00 000 AS PER UNPRICED BID

(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)

Brand Type/ब्रांड का प्रकार	Unbranded
-----------------------------	-----------

Technical Specifications/तकनीकी विशिष्टियाँ

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/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र.सं.	Consignee Reporting/Officer/परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी दिन
1	Indana Maria Joji Prasad	530012,Bharat Heavy Electricals Limited Heavy Plates and Vessels Plant (A Government of India Enterprise) Visakhapatnam - 530012 (AP), India.	2	60

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

1. Generic

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

2. Generic

Bidder financial standing: The bidder should not be under liquidation, court receivership or similar proceeding should not be bankrupt. Bidder to upload undertaking to this effect with bid.

3. 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.

4. Generic

Bidder shall submit the following documents along with their bid for Vendor Code Creation:

- Copy of PAN Card.
- Copy of GSTIN.
- Copy of Cancelled Cheque.
- Copy of EFT Mandate duly certified by Bank.

5. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

INSTRUCTIONS TO BIDDERS and SPECIAL TERMS & CONDITIONS (PACKING - H182300006)

- 1) Bidder shall submit Categorical Confirmation of this ITB as a token of acceptance of the PQC, Special Terms and Conditions, Technical Specifications and Quality Plan clauses mentioned. Vendor shall comply to all the additional clauses mentioned in GeM Bid Document. The offers of those Vendors who do not comply with all the Clauses in the likely to be rejected. Documents submitted with the offer shall be signed and stamped on each page by authorized representative of the vendor.
- 2) Bidder shall follow GeM general terms and conditions and submit the offer (<https://gem.gov.in>).
- 3) All the terms and conditions mentioned in Special Terms and Conditions, Technical Specifications & Quality Plan shall supersede any other similar terms quoted elsewhere.
- 4) **QUOTED PRICE:** - Bidder shall quote the Price inclusive of Testing, Freight, Packing & Forwarding, Transit Insurance, GeM transaction charges, any other taxes and GST etc. No extra payment will be made over & above quoted price.
- 5) Contact Details: - For any Technical queries: Mr. Y.Srinivasa Rao (0891 - 288 1105), For any Commercial / General queries: Mr. J.R.Subrahmanyam (0891 - 288 1462), Mr. N Satish Kumar (0891 - 288 1319).

6) **SPECIAL TERMS AND CONDITIONS**

- A) **TDC & QP: - Vendor should supply the Materials as per Specification & TDC's mentioned in the UN-PRICED BID.**
- B) **INSPECTION: - by BHEL at BHEL-HPVP-Visakhapatnam Stores on receipt of materials.**
- C) **MAKE / MANUFACTURER:**
All the Items of the Enquiry constitute one package. Offer will be evaluated on Total Package Basis.
 - Ø Offers from BHEL HPVP PMD Approved Manufacturers of Packings are acceptable. Offers from third parties / stockists are not acceptable.
 - Ø Offers from any other manufacturers registered with any of the BHEL Units / Regions for similar items shall also be considered (on submission of valid BHEL Vendor Registration Letter), subject to our customer approval.
 - Ø Offers from other Manufacturers who have supplied similar items to any of the BHEL Units / Regions shall also be considered on submission of PO Copy, Inspection Reports, LR, Invoice Copy / Job Completion Certificate, subject to our Customer Approval.
- D) **GUARANTEE CERTIFICATE:** Vendor should guarantee the material against all design and manufacturing defects and for performance for a period of 18 months from the date of last dispatch or 12 months from the date of commissioning whichever is earlier. If any defect is noticed during the above period, same shall be rectified / replaced free of cost on FOR BHEL within a reasonable time.
- E) **PRE-QUALIFICATION CRITERIA: Pre-Qualification Criteria (PQC) / Eligibility criteria: PQCR. Eligibility criteria for vendor to participate against this Bid mentioned videlicet is essential. Supporting documents need to be attached along with Technical bid, offers without proper supporting documents in line with the requirement shall not be considered for scrutiny.**
 - Ø **Experience & Past performance in executing similar type of material in last 2 year copies & Inspection release note preferably from PSU reckoned as supporting documents).**
 - Ø **Financial Standing thru latest I.T.C.C. and Annual Report (Balance sheet, Profit & Loss account) of last 3 fiscal years.**
 - Ø **PAN, TIN, GST Details.**

The above stated Pre-Qualification Criteria is not applicable to those vendors who were already registered under PMD of BHEL-HPVP.
- F) Other clauses like Tender Evaluation, LD, Firm Price etc., shall be as GeM General terms and conditions.
- G) BHEL reserves the right to cancel the Enquiry / Tender at any stage without assigning any reason thereof. Also, BHEL reserves the right to reject or accept one or any offer without assigning any reason.

H) FRAUD PREVENTION POLICY: The Bidder along with its associate/ collaborators/ sub-contract b-vendors/ consultants/ service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL Manager about any fraud or suspected fraud as soon as it comes to their notice.

I) LINKING UP OF OLD ISSUES: In case if you have any outstanding problem with earlier supplies should not link up against this enquiry or PO at later stages.

J) Bidder's quoted rates/ price for supply part of the contract shall remain firm throughout the contract including extension, if any, for any reason whatsoever and no escalation is admissible for this contract.

K) GUIDELINES FOR SUSPENSION OF BUSINESS DEALING WITH SUPPLIERS:

The offers of the bidders who are under suspension as also the offers of the bidders, who engage services of the banned firms, shall be rejected. The list of banned firms is available on BHEL web site [bhel.com](http://www.bhel.com).

1.0) Integrity commitment, performance of the contract and punitive action thereof:

1.1) Commitment by BHEL: BHEL commits to take all measures necessary to prevent corruption in connection with the tender process and execution of the contract. BHEL will during the tender process treat all Bidder(s) in a transparent and fair manner, and with equity.

1.2) Commitment by Bidder/ Supplier/ Contractor:

Ø The bidder/ supplier/ contractor commits to take all measures to prevent corruption and will not directly or indirectly influence any decision or benefit which he is not legally entitled to nor will he omit in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India.

Ø The bidder/ supplier/ contractor will, when presenting his bid, disclose any and all payments made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and shall adhere to relevant guidelines issued from time to time by Govt. of India/ BHEL.

Ø The bidder/ supplier/ contractor will perform/ execute the contract as per the contract terms and conditions and will not default without any reasonable cause, which causes loss of business/ reputation, to BHEL.

If any bidder/ supplier/ contractor during pre-tendering/ tendering/ post tendering/ award/ execution/ post-execution stage indulges in mal-practices, cheating, bribery, fraud or any other misconduct or formation of cartel so as to influence the bidding process or influence the price or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India, then, action may be taken against such bidder/ supplier/ contractor as per the guidelines of the company available on [www. bhel.com](http://www.bhel.com) and/or under applicable legal provisions.

L) NEW PROVISION (SECTION 194Q) REGARDING DEDUCTION OF TAX AT SOURCE @ 0.1% ON PURCHASE OF GOODS FROM RESIDENT:

Ø New Section 194Q is inserted for deduction of TDS by a person (whose turnover exceeds Rs. 10 lakhs) who is paying any sum to any resident for purchase of any goods of the value exceeding Rs. 50,000 in any previous year. This provision shall not be applicable where tax is deductible under any other provision of I.T Act or where tax is collectible under the provisions of section 206C in relation to a transaction to which sub-section (1H) of section 206C applies. The tax shall be deducted at the rate of 0.1%, which shall be increased to 5% if the seller does not provide his PAN. (w.e.f. 1st day of July 2021)

M) NON-FILER OF INCOME TAX RETURN SHALL BE SUBJECT TO TDS/TCS AT HIGHER RATES UNDER SECTION 206AB AND SECTION 206CCA):

Ø The Finance Act 2021 inserts these sections to provide for deduction and collection of TDS and TCS at the higher rates in case of non-filers of the income tax return for preceding two years (provided that total TDS deducted / TCS collected exceeds Rs. 50,000 in each of the two preceding years). The rate of TDS/TCS shall be at the double of the specified rate or 5%, whichever is higher. These provisions shall not be applicable where the tax is required to be deducted under sections 192, 194A, 194B, 194BB, 194LBC or 194N of the Act. (w.e.f. 1st day of July 2021)

N) FORCE MAJEURE:

The supplier shall not be considered in default if delay occurs due to causes beyond their control such as Acts of God, Natural Calamities, Fire, Frost, Flood, Civil War, Civil Commotion, Riot, Government actions, strikes / lock outs. Only those causes that have duration of more than seven days shall be considered cause of force majeure. Notification to this effect duly certified by local chamber of commerce shall be submitted to BHEL.

tutory authorities with supporting documents shall be given by the supplier to BHEL by registered courier service immediately without loss of time. In the event of delay due to such causes the delivery schedule shall be extended for a length of time equal to the period of Force Majeure or at the option of BHEL the order may be cancelled. Such cancellation would be without any liability whatsoever on the part of BHEL. In the event of such cancellation the supplier shall refund any amount advanced or paid by BHEL and deliver back any material issued to him by BHEL and release facilities, if any provided by BHEL.

O) ARBITRATION & CONCILIATION:

Except as provided elsewhere in this Contract, in case amicable settlement is not reached between the Parties, in respect of any dispute or difference; arising out of the formation, breach, termination, variation or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to the interpretation of any provision of the Contract; or, in any manner touching upon the Contract, then, either Party may, by a notice in writing to the other Party refer such dispute or difference to the sole arbitrator appointed by Head of the BHEL Unit/Region/Division issuing the Contract.

The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding on the Parties. Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1995 (India) and any modifications or re-enactments thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this clause. The seat of arbitration shall be the place from which the contract is issued) The cost of arbitration shall be borne as per the award of the Arbitrator, Subject to the arbitration in terms of Clause above, the Courts at (Pl incorporate the name of the place where the Principal Civil Court having ordinary original civil jurisdiction to decide questions of law on the subject matter of the arbitration is located) shall have exclusive jurisdiction over any matter arising out of or in connection with this Contract.

Notwithstanding the existence of any dispute or differences and/or reference for the arbitration, the Arbitrator shall proceed with and continue without hindrance the performance of its obligations under the Contract with due diligence and expedition in a professional manner except where the Contract has been terminated by either Party in terms of this Contract.

P) JURISDICTION:

Notwithstanding any other court or courts having jurisdiction to decide the question(s) forming the subject matter of the reference if the same had been the subject matter of a suit, any and all actions and proceedings arising out of or relative to the contract (including any arbitration in terms thereof) shall lie only in the Court of Competent Civil/territorial jurisdiction in this behalf at Visakhapatnam and only the said Court(s) shall have jurisdiction to entertain and try any such action(s) and/or proceeding(s) to the exclusion of all other Courts.

Q) RISK PURCHASE:

The delivery period stated shall be reasonable/realistic and shall strictly be adhered to. If the material is not supplied within the agreed delivery period, in order to avoid loss or damage BHEL reserves the right to cancel the order and purchase the material (either wholly or undelivered portion) from alternative source(s) at the Risk and Cost (with extra 5 % overhead) of the Supplier. In such an event, it shall be the responsibility on the part of Supplier to make good any loss suffered by the BHEL. In such cases, BHEL shall honour all bills, bank guarantees, etc., of the Supplier, which are pending either at HPVP BHEL or any other place of BHEL.

R) REJECTION & REPLACEMENT:

If any material is rejected, supplier to make free of cost (on freight paid basis) replacement within specified period. Rejected materials can be lifted by the supplier thereafter. (OR) BHEL Shall take alternative procurement action from elsewhere and recover the difference in cost, if any incurred by BHEL in regard from the supplier. The supplier shall not be entitled to any gain on repurchase. (OR) BHEL shall terminate the contract either in part or wholly in which at BHEL discretion and recover loss if any from the supplier.

S) GUARANTEE CERTIFICATE:

Vendor should guarantee that all materials shall be free from any defect due to facility design, material and workmanship. Supplier shall guarantee the performance of material/equipment/total system, for a period of 18 months from the date of last dispatch or 12 months from the date of commissioning, whichever is longer.

ver is earlier. If any defect is noticed during the above period, the same shall be rectified / replaced at cost on FOR BHEL-HPVP, Visakhapatnam / Destination basis within a reasonable time.

T) PAYMENT TERM:

100% payment shall be made within the stipulated days as mentioned below from the date of receipt and acceptance of materials at BHEL.

TYPE OF BIDDER	Payment Terms (Number of Days)
Micro & Small Enterprises (MSEs)	45 Days
Medium Enterprises	60 Days
Non MSMEs	90 Days

However, GST Portion of Invoice shall be released only upon:

- 1) Vendor declaring the Invoice in their GSTR-1.
- 2) Receipt of Goods and Tax Invoice by BHEL.
- 3) Confirmation of Payment of GST thereon by vendor on GSTN Portal.

TOTAL PACKAGE EVALUATION (Bidder has to quote for all the items in a Particular Group, if not, it will not be considered).

=						
SL NO	PR / Item	MATL. CODE	MATL. DESCRIPTION	QTY.	UNIT	INSP
1	100009499/10 (7851/24603)	943240090000	PACKING D15.5MM, SPC 6127-0143 00000	3	NOS	BHEL PVP-SS, Viz
2	100009499/10 (7851/24603)	943240100000	PACKING D17MM, SPC 6127-0143 00000	6	NOS	BHEL PVP-SS, Viz
3	100009499/10 (7851/24603)	943240090000	PACKING D15.5MM, SPC 6127-0143 00000	2	NOS	BHEL PVP-SS, Viz

6. Generic

Experience Criteria: The Bidder or its OEM {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU Public Listed Company for 2 years before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the year. In case of bunch bids, the prime product having highest value should meet this criterion.

7. Financial Criteria

NET WORTH: Net Worth of the OEM should be positive as per the last audited financial statement.

8. **Scope of Supply**

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

9. **Generic**

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

10. **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 Seller's obligations there under.

11. **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.

12. **Generic**

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/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority of the 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 a 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 the 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 being 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 in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to 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 with the laws of the country 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 of the country.

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 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 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 अदालत तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।

---Thank You/धन्यवाद---