

Mandatory Pre Qualification requirements for
Ref. GAS DRIER- REFRIGERATION TYPE

Description: - The Refrigeration Gas drier is used for drying or remove moisture from moist gas. Gas first cooled in gas to gas heat exchanger(precooler) in which secondary side dried cold gas flowing (going into the generator). After the pre-cooling, the compressed gas passes through evaporator in which deep cooling with refrigerant taken place upto 3-5°C to condense moisture present in the moist gas. After this, the gas is passed through a separator system. The gas again passes through pre-cooler and is heated to about 25-40°C for further use as moist-free gas. Complete hermitically sealed compressor to be used with NON-CFC refrigerant. Heat exchanger (Precooler and Evaporator) should be of shell & tube type. For Primary gas side, the pressure vessels and piping are designed for pressure 10 kg/cm². The Ref. Gas Drier should be of very reliable and proven design to maintain the required parameters in line with system requirements under all conditions.

Pre-Qualification requirements

1. The vendor should be a regular manufacturer of such item and should have manufactured and supplied Ref. Gas Drier with minimum following details –
 - 1.1. The gas drier should have shell & tube type heat exchanger (precooler & evaporator) only.
 - 1.2. Flow of primary gas medium should be 40 M³/Hr (Min.)
2. In support of above, vendor shall furnish their credential list, as per the following format for the past 5 years, with at least total supplied/commissioned of 5 nos. over past 5 years from the date of issuance of enquiry.

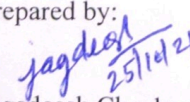
S. No.	Detail of flow medium (i.e. type of gas)	Name & address of customer	Contact Details of the customer (email & phone number etc.)	Purchase order reference no.	Purchase order issue date	Material of Construction of Heat exchanger tubes & shell	Rating of compressor in Kcals/Hr	Type of Refrigerant used	Flow rate of Medium to be dried (M ³ /Hr)	Design pressure (kg/cm ²)

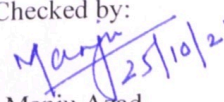
Vendor to submit the following documents as an evidence of acceptance of Gas drier, for the above mentioned successfully executed order –

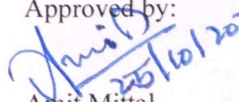
- a) Vendor to furnish copy of Un-Priced Purchase Orders executed for supply of at least 5 nos. of Gas Drier in last 5 years (from the date of issuance of enquiry).
- b) Acceptance certificate from one of the end user of Gas Drier or final successful commissioning report of Ref. Gas Drier for one of the POs indicated in table. Acceptance certificate or commissioning report should contain information like item details and its application.
3. Vendor to submit each documents with marked-up Annexure no. clearly and also indicating "title" as mentioned in table at point 2 for co-relation of documents. In Case co-relation of documents is not mentioned by vendor & further non-receipt of details as per point no. 2, the vendor offer shall not be reviewed.

Note: BHEL reserves the right to verify information submitted by vendor. In case the information is found to be false / incorrect, the offer shall be rejected.

Vendors to confirm specific compliance of above requirement else offers will not be considered.

Prepared by:

 Jagadeesh Chauhan
 (Dy. Engr.-EME)

Checked by:

 Manju Azad
 (Sr.Mgr.-EME)

Approved by:

 Amit Mittal
 (DGM-EME)

दिनांक एवं हस्ताक्षर SIGN & DATE		उत्पाद क्रय विनिर्देश (हीप : हरिद्वार)		TG60327	
		PRODUCT PURCHASE SPECIFICATION (HEEP: HARIDWAR)		पृष्ठ 11 का 1 Page 1 Of 11	
SUPERSEDES INVENTORY NO	BASED ON OWN EXPERIENCE				
REFRIGERATION TYPE HYDROGEN DRIER WITH NON- CFC (CHLORO-FLUORO-CARBON) COMPRESSOR					
1.0 SCOPE This standard specifies the requirements of refrigeration type hydrogen drier, with non – CFC compressor, for eliminating the moisture from hydrogen / air / CO ₂ or their mixture present in the Turbo-generator casing.					
2.0 DESIGNATION					
2.1 On drawing and indents:					
a) Material specification column : TG60327 b) Description column : Refrigeration Hydrogen drier c) Material code column : W90414907353					
2.2 On Enquiries and Purchase Orders:					
In addition to incorporating the above details a copy of this standard shall be enclosed along with the enquiry.					
3.0 TECHNICAL REQUIREMENTS:					
3.1 Working Principle:					
The refrigeration gas drier consists of two shell and tube type heat exchangers named as Pre-cooler and Evaporator. The moist hydrogen gas is first passed through the gas to gas Heat Exchanger i.e. pre-cooler in which temperature of H ₂ gas reduces around 25°C to 30°C. After the pre-cooling, the H ₂ gas passes through evaporator in which H ₂ gas is cooled further so as to achieve dew point 3-5°C. Due to low temperature in the evaporator the moisture in the H ₂ condenses and converts to water form. The water is collected in the condensate collector and drained at regular intervals. The dry gas from the evaporator again passes through pre-cooler where the temperature of dry H ₂ is raised to about 25-40°C before entering the generator					
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TSX PSC Member QAX	SS Meena SACHIN JAIN	11-02-23	अनुवादक TRANSLATED BY	KUNAL MISHRA	10/02/23
सहमत विभाग AGREED DEPTT.	नाम NAME	दिनांक एवं हस्ताक्षर DATE & SIGNATURE	निर्माणकर्ता WORKED BY	MANJU AZAD	09/02/23
SUPERSEDES	पर्यवेक्षणकर्ता SUPERVISED BY	K.C. PANDA	स्वीकृति APPROVED : NITYA NAND RAMAN	जारी ISSUED : TSX	दिनांक DATE : 24.02.2006
REV.NO. 15	Dt. 09.02.2023	CHANGE ADVICE NO. T4E-23-45 06.02.2023	निर्माण PREPARED : EME	जारी ISSUED : TSX	दिनांक DATE : 24.02.2006

दिनांक एवं हस्ताक्षर
SIGN & DATE

सामग्री सूची संख्या
INVENTORY NO.

3.2 The drier shall consist of the following major components.

- i)** The drier body shall be manufactured with 2.0 mm CRCA sheet. The drier shall be provided with rectangular control cabinet of 2.0 mm CRCA sheet for mounting of instruments and wiring. All the instruments which are required to be monitored/operated during drier function, shall be mounted at the front panel.
- ii)** Pre-cooler (shell and tube type): For material, refer variant table-1.
- iii)** Evaporator (shell and tube type): For material, refer variant table-1.
- iv)** Insulation material shall be of elastomeric nitrile-rubber foam which will be used on pre-cooler, evaporator, H₂ gas piping and refrigerant line.
- v)** Drain Chamber comprise of toughened sight Glass of borosilicate of Thickness 10mm(min).
- vi)** Hermetically sealed non-CFC compressor of reputed make and shall be compatible with refrigerant R134a or with other NON-CFC refrigerant used.
- vii)** Aluminum Fin and Copper tube type air cooled condenser along with suitable fan driven by explosion proof Motor as per IEC 60079 class IIC.
- viii)** Temperature controllers and pressure switches for controls.
- ix)** Thermometers and pressure gauges for hydrogen gas temperature & pressure measurement respectively.
- x)** RTD for temperature measurement shall comprise of two resistance Pt-100 elements which conform to tolerance class A as per IEC 60751.
- xi)** All other components necessary for the unit.
- xii)** For the discharge of H₂ gas in case of any leakage in drier, 50 NB flange connection shall be provided at suitable location in drier body so that leaked gas will not be entrapped anywhere in the drier.
- xiii)** Drier Panel shall be made as per Electrical circuit diagram indicated in Annexure 1A.
All the Electrical items in electrical circuit shall be as per list indicated in Annexure-1B.
- xiv)** The make of major component of drier shall be as indicated in Table-2 at page 8 of 9.

TABLE-1

MATERIAL CODE	SHELL MATERIAL OF HEAT EXCHANGER (PRE-COOLER & EVAPORATOR)	MATERIAL OF INTERCONNECTING PIPING OF H2 LINE, H2 PIPE LINE UPTO THE TERMINAL FLANGE, H2 PIPE LINE UPTO THE DRAIN CHAMBER, DRAIN CHAMBER, DRAIN VALVE, DRAIN PIPE	TUBE MATERIAL OF HEAT EXCHANGER (PRE-COOLER & EVAPORATOR)
W90414903463	All the internal & external components of Shell shall be made up of CS material. Cylinder of Shell shall be as per ASTM SA106 GR.B with thickness of schedule 40 and other components shall be as per IS:2062 E250 BR.	Pipe as per ASTM SA106 GR.B with thickness of schedule 40 and flanges shall be as per IS:2062 E250 BR	Copper grade C12200 as per ASTM B280
W90414907353	All the internal & external components of Shell shall be made up of SS material. Cylinder of Shell shall be as per ASTM A312 TP316 with thickness of schedule 40 and other components shall be as per ASTM A182 F316.	Pipe as per A312 TP316 with thickness of schedule 40 and flanges shall be as per ASTM A182 F316.	Copper grade C12200 as per ASTM B280

REV NO. 15

निर्माणकर्ता
WORKED BY

Kunal

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09.02.23

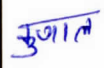
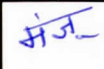
जांचकर्ता
CHECKED BY

Manju

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09.02.23

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				पृष्ठ 11 का 3 Page 3 Of 11	
समग्री सूची संख्या INVENTORY NO.	समग्री सूची संख्या को अधिकृतित करना है	सुपरसेड्स INVENTORY	3.3 Technical Parameters: i) Minimum Compressor rating (cooling capacity): 3225 K.cal/Hr. ii) Gas Flow rate : 40M³ / Hr. iii) Inlet temperature : 60°C Max. iv) Inlet pressure : 5Kg/cm² (g) v) Design pressure : 10Kg/cm² (g) vi) Inlet/Outlet Flange connections : NB50 PN16 EN1092 vii) Pressure Dew point : 3-5°C viii) Dimension of the drier unit (tentative) : Height: 1300mm Width : 800mm depth:800mm ix) Max. Ambient temp. : 50°C x) External Power Supply to be given to vendor : 3φ 50Hz 415V AC (single source)		
4.0 TESTING Following tests shall be carried out on the hydrogen gas drier: 4.1 Hydraulic test of evaporator unit and Pre-cooler unit (shell & tube type) shall be carried out separately at 15 Kg/cm² for 30 minutes. No leakage allowed. 4.2 Pneumatic test of evaporator unit and Pre-cooler unit (shell & tube type) shall be carried out separately at 10 Kg/cm² for 8 hours. No leakage allowed. 4.3 Hydraulic test of complete H₂ circuit at 10 Kg/cm² for 30 minutes. No leakage allowed. 4.4 Pneumatic test of complete H₂ circuit at 10 Kg/cm² for 8 hours. No leakage allowed. 4.5 Pneumatic test of refrigerant circuit exchanging compressor at 15 Kg/cm² for 8 hours. No leakage allowed. 4.6 100% radiography of Butt welds and 100% DPT of fillet weld of pre-cooler, evaporator unit and any welding in the H₂ circuit. 4.7 High Voltage test (HV at 2KV for 1 min.) & Insulation resistance test (IR more than 100 mega ohms at 500Vmegggar) of control panel. 4.8 Type Test certificate to be furnished by vendor for explosion proofness of Fan Motor as per IEC 60079 class IIC. 4.9 Following Functional test shall be demonstrated by the supplier at their works : Check for drier functioning is to be carried by supplying air through the drier. The thermostats of the gas drier should switch off the compressor as soon as 3°C temperature achieved in the evaporator and switch on the compressor / cooling unit when the temperature again reaches 5-6°C. During functional test, operation of all the installed instrument shall also be checked as per following procedure.					
Sl.no. Procedure Check points 1. Main Switch ON/Main MCB ON Lamp L1, L2, L3, B1 glows and voltmeter indicates voltage value of approx. 220V. 2. Put the selector switch to Manual Mode Lamp B2 glow					
समग्री सूची संख्या INVENTORY NO.	REV NO. 15	निर्माणकर्ता WORKED BY	Kunal	कुणाल	09.02.23
समग्री सूची संख्या INVENTORY NO.	जांचकर्ता CHECKED BY	Manju	मंजू	09.02.23	

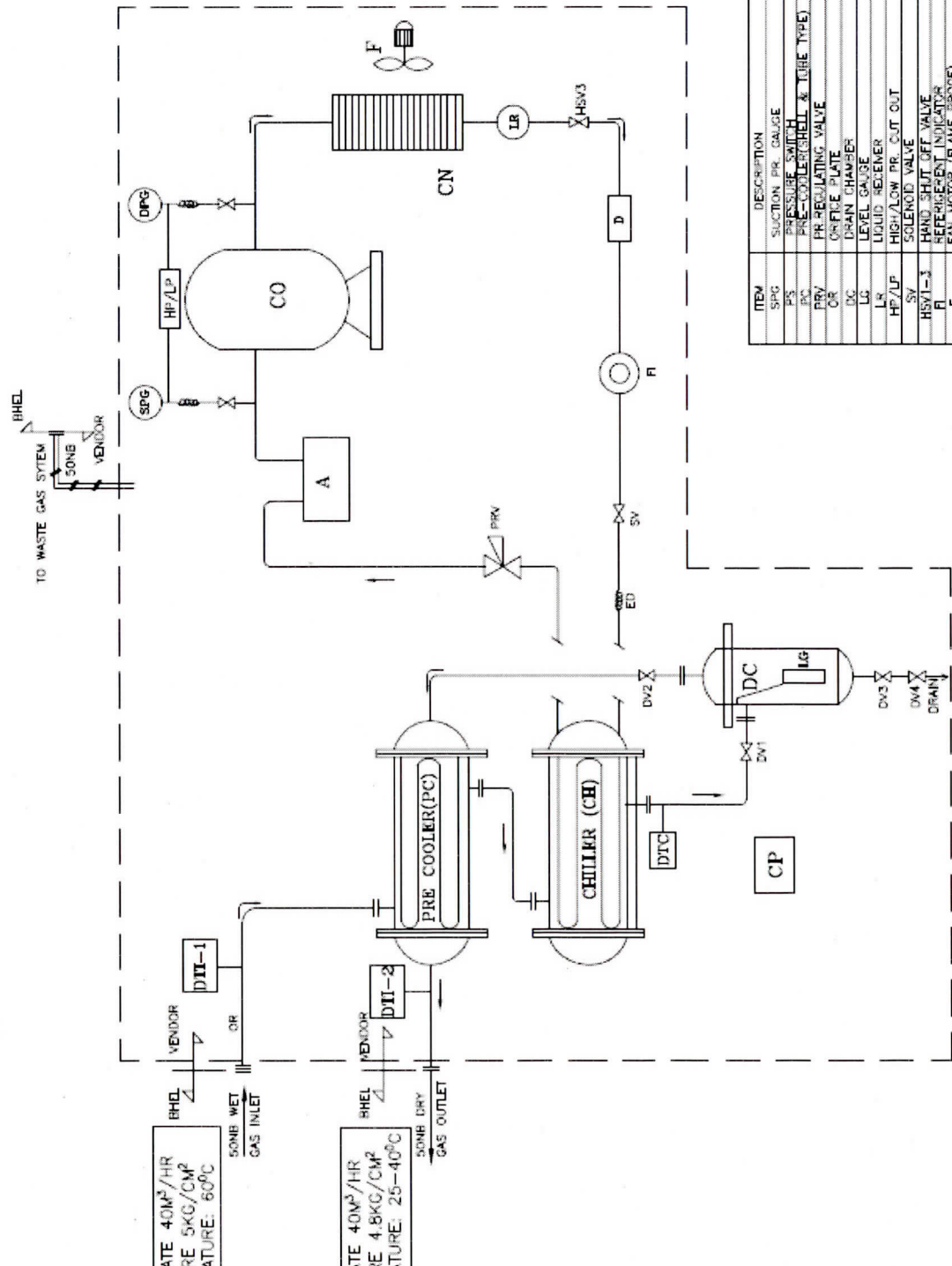
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				पृष्ठ 11 का 4 Page 4 Of 11			
सामग्री सूची संख्या को INVENTORY NO.	SUPERSEDES INVENTORY	COPYRIGHT AND CONFIDENTIAL The information on this document is the property of Bharat Heavy Electricals Limited. It must not be used directly or indirectly in any way detrimental to the interest of the company.	स्वत्वधिकार एवं गोपनीय इस प्रलेख में दी गई सूचना भारत हेवी एलेक्ट्रिकल्स लिमिटेड की सम्पत्ति है। इसका प्रत्यक्ष एवं अप्रत्यक्ष रूप से किसी भी तरह प्रयोग जो कि कम्पनी के हित में हितिकारक	Sl.no.	Procedure	Check points	
				3.	Press Toggle Switch S1 to "ON"	Fan starts immediately, Lamp B4 glows. Check ammeter is working properly and value of current should be range of 0.8 amp*. Compressor will start after the delay of 60 sec. along with glowing of Lamp B5 (Note-delay timer setting at 60 sec). value of current should be range of 4.5 amp* (fan motor current + compressor motor current). * This value may vary as per rated current value as per applicable fan & compressor motor catalogue/data sheet.	
				4.	Procedure no. 3 shall be repeated for delay timer setting at 90 sec and 10 sec.	Fan starts immediately, Lamp B4 lighten-up. Compressor will start after the 90 sec. & 10 sec respective to delay timer setting along with lighten-up of lamp B5. (Note-delay timer setting to be kept finally at 10 sec for drier operation).	
				5.	After starting of compressor, evaporator temperature starts decreasing and compressor should be automatically switched-OFF on attaining evaporator temperature at 3°C	On attaining Evaporator Temperature 3°C, compressor is switched OFF automatically along with Lamp B5.	
				6.	Due to switching-off compressor, evaporator temperature starts increasing and compressor should be automatically switched-ON on arriving evaporator temperature at 5°C	On arriving Evaporator Temperature at temperature 5°C, compressor is switched ON automatically along with Lamp B5 switched-ON.	
				7.	During Drier ON condition, Fan working to be observed	Fan is always ON and work continuously till the Drier is in ON condition.	
				8.	Drier can be switched-OFF at any point of time by pressing Toggle Switch S1 to "OFF"	Drier should be switched-OFF by pressing Toggle Switch S1 to "OFF". Fan should also stops working. Lamp B4 & B5 is switched-off.	
				9.	Put the selector switch to AUTO Mode	Lamp B3 glow and Lamp B2 OFF. The drier will run automatically.	
सामग्री सूची संख्या INVENTORY NO.	REV NO. 15		निर्माणकर्ता WORKED BY		Kunal		09.02.23
			जांचकर्ता CHECKED BY		Manju		09.02.23

दिनांक एवं हस्ताक्षर SIGN & DATE		उत्पाद क्रय विनिर्देश (हीप : हरिद्वार)		TG60327		
		PRODUCT PURCHASE SPECIFICATION		पृष्ठ 11 का 5		
		(HEEP: HARIDWAR)		Page 5 Of 11		
SUPERSEDES INVENTORY सामग्री सूची संख्या को अधिकृतित करता है	COPYRIGHT AND CONFIDENTIAL The information on this documents is the property of Bharat Heavy Electrical Limited. It must not be used directly or indirectly in any way detrimental to the interest of the company	Sl.no.	Procedure	Check points		
		10.	Cyclic timer to be set at 15 Min ON and 30 Min OFF	Drier should be in ON condition for 15 Min. Check By pressing toggle switch to "OFF", drier should not get OFF. After 15 Min, Drier should be in OFF condition for 30 Min and during OFF condition Lamp B4 & B5 OFF. Check By pressing toggle switch to "ON", drier should not get ON. This is to check the operation of cyclic timer.		
		11.	Repeat procedure no. 10 keeping cyclic timer setting at 30 Min ON and 15 Min OFF.	As per above. This step to check the proper functioning of cyclic timer. (Note-Cyclic timer setting to be kept finally at 2 Hr ON & 1/2 Hr OFF for drier operation).		
		12.	General	During operation, All the valves and Temperature gauge shall be checked for satisfactory operation of smooth opening and closing with no leakage. Temperature Gauge shall also be checked for proper functioning.		
स्वत्वधिकार एवं गोपनीय इस प्रलेख में दी गई सूचना भारत हेवी एलेक्ट्रिकल्स लिमिटेड की सम्पत्ति है। इसका प्रयोग एवं अभिव्यक्ति रूप से किसी भी तरह प्रयोग, जो कि कम्पनी के हित में हानिकारक		4.10 Approx. 50 ml water shall be collected after 4 hours of continuous operation of gas drier. The value of amount of water collection may increase or decrease as per the condition of atmospheric air.				
		4.11 Test & Inspection - Inspection shall be carried out by BHEL / BHEL customer / authorized inspection agency as per approved quality plan. Minimum of 15 days notice shall be given. No equipment shall be dispatched without inspection and clearance.				
		4.12 Test certificate – 3 copies of the following test certificates shall be furnished. • NDT reports • Hydraulic / Pneumatic test report • Functional test report • Manufacturer's tests for major items i.e. compressor, motor, fan etc.				
दिनांक एवं हस्ताक्षर SIGN & DATE		5.0 <u>GUARANTEE:</u> The drier along with its accessories shall be guaranteed for satisfactory operation for 12 months from the date of commissioning or 18 months from the date of dispatch whichever is earlier. Any defect during the guarantee period shall be rectified by supplier without any obligation.				
सामग्री सूची संख्या INVENTORY NO.	REV NO. 15		निर्माणकर्ता WORKED BY	Kunal	कुनाल	09.02.23
			जांचकर्ता CHECKED BY	Manju	मंजू	09.02.23

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सामग्री सूची संख्या को INVENTORY NO.	SUPERSEDES INVENTORY	6.0 PAINTING: The drier shall be cleaned before painting. Drier shall be painted with two coats of RAL5017 epoxy paint from outside after applying suitable epoxy primer. The total thickness of paint (including primer, intermediate and finish paint) shall be minimum 200 microns. Inside of the drier shall be also be painted suitably. Above indicated paint shade is tentative only, Final painting schedule with paint shade will be given in approved drg after issuance of PO.			
COPYRIGHT AND CONFIDENTIAL The information on this documents is the property of Bharat Heavy Electrical Limited It must not be used directly or indirectly in any way detrimental to the interest of the company	7.0 MARKING: 7.1 Labelling of all instruments at drier body shall be done for ease in identification of instruments. 7.2 The manufacturer's identification number of drier in English shall be marked at suitable location and same shall be mentioned in the relevant test certificates. 7.3 A nameplate of material SS304 comprise of following details shall be suitably fixed to the drier. i. Manufacturer's Name ii. Year of manufacture iii. BHEL Purchase Order no. iv. BHEL Material Code v. Item Description to be indicated at as "REFERIGERATION GAS DRIER"				
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दिनांक एवं हस्ताक्षर SIGN & DATE	9.0 COMMISSIONING OF GAS DRIER AT PROJECT SITE : 9.1 The supplier shall arrange satisfactory commissioning of each Drier at project site. 9.2 MOM to be signed with End customer and BHEL site engineer. 9.3 System will be kept under observation for the warranty period. 9.4 Within the warranty period, if any part of system doesn't perform satisfactory, same to be repaired or replaced without any cost to BHEL.				
सामग्री सूची संख्या INVENTORY NO.	REV NO. 15		निर्माणकर्ता WORKED BY	Kunal	 09.02.23
			जांचकर्ता CHECKED BY	Manju	 09.02.23

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				पृष्ठ 11 का 7 Page 7 Of 11	
SUPERSEDES INVENTORY सामग्री सूची संख्या को अपडेट किया जाता है	10.0 DOCUMENTS TO BE SUPPLIED ALONG WITH OFFER: - 10.1 General view of the gas drier unit along with overall dimensions including cross section & material detail. 10.2 The drawing / catalogues of the bought out components giving complete description. 10.3 Data sheets of all the items / components. 10.4 Description and operation & maintenance manual. 10.5 Quality plan on BHEL format for major items including the tests / checks being carried out during material induction stage, in process, final assembly and testing stage along with reference documents shall be submitted for BHEL review and approval. 11.0 DOCUMENTS TO BE SUPPLIED AFTER ORDER PLACEMENT 11.1 5 copies of O & M manual per drier. 11.2 3 copies of the test & guarantee certificate as per clause 4.0. 12.0 SPARES FOR REFRIGERATION TYPE GAS DRIER. – The following spares shall be supplied along with each drier and cost of same shall be inclusive in cost of Gas drier. 12.1 New Refrigerant gas cylinder filled with net weight 10 kg. of refrigerant (1 no.) 12.2 Capillary/Expansion device (1 no.) 12.3 Solenoids Valves (1 set.) 12.4 Evaporator Temperature controller (1 no.) 12.5 Delay Timer (1 no.) 12.6 Digital Temperature indicator (1 no.) 12.7 Filter Drier (1 no.) 12.8 Liquid Receiver (1 no.) 12.9 RTD for H2 inlet temperature (1 no.) 12.10 RTD for H2 outlet temperature (1 no.) 12.11 Toggle switch (1 no.) 12.12 LED indicator (3 no.) 12.13 FUSE/MCB (1 set)				
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दिनांक एवं हस्ताक्षर SIGN & DATE					
सामग्री सूची संख्या INVENTORY NO.	REV NO. 15		निर्माणकर्ता WORKED BY	Kunal	09.02.23
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ELECTRICAL CIRCUIT DIAGRAM OF GAS DRIER PANEL

09/2/23

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MANUFACTURER'S NAME AND ADDRESS			STANDARD QUALITY PLAN					1.W90414903463: REFRIGERATION TYPE H2 DRIER 2.W90414907353: REFRIGERATION GAS DRIER WITH SS HEAT EXCHANGER				TO BE FILLED BY BHEL		
BHEL	VENDOR'S NAME	ITEM	REFRIGERATION TYPE HYDROGEN GAS DRIER	QP NO.	QA/BE/QP/345									
				REV.	10	Date: 10.10.2020								
		DRG. No. & Rev.	As per P.O.											
		SPEC.	TG 60327											
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SL. NO.	COMPONENT & OPERATIONS	CHARACTERISTICS		CLASS	TYPE OF CHECK	QUANTUM OF CHECK	REFERENCE DOCUMENT	ACCEPTANCE NORMS	FORMAT OF RECORDS		AGENCY			REMARKS
											M	B	N	
1	2	3		4	5	6	7	8	9	D	10			11

1	RAW MATERIALS / BOUGHT OUT ITEMS														
1.A	Pre-cooler, Evaporator (Shell & Tube Type)														
1.A.1	Shell	Chemical/mechanical properties (shell: ASTM SA106 GR.B or ASTM A312 TP316 with thickness of schedule 40, other component: IS2062 E250 BR or ASTM A182 F316)	Major	Chemical /Mechanical	100%	TG 60327	TG 60327/DRG/ADS	MTC	√	P	W	-	W stands for Physical verification & co-relation		
1.A.2	Tube Plate Flange	Chemical/mechanical properties (IS2062 E250 BR or ASTM A182 F316)	Major	Chemical /Mechanical	100%	TG 60327	TG 60327/DRG/ADS	MTC	√	P	W	-	W stands for Physical verification & co-relation		
1.A.3	Nozzles/Pipe Connection/interconnecting piping	Chemical/mechanical properties (ASTM SA106 GR.B or ASTM A312 TP316 with thickness of schedule 40)	Major	Chemical /Mechanical	100%	TG 60327	TG 60327/DRG/ADS	MTC	√	P	W	-	W stands for Physical verification & co-relation		
1.A.4	Copper Tubes	Chemical/mechanical properties (copper grade C12200 as per ASTM B280)	Major	Chemical /Mechanical	100%	TG 60327	TG 60327/DRG/ADS	MTC	√	P	W	-	W stands for Physical verification & co-relation		
1.B	Moisture Separator	Chemical/mechanical properties	Major	Chemical /Mechanical	100%	TG 60327	TG 60327/DRG/ADS	COC	√	P	W	-	W stands for Physical verification & co-relation		
1.C	H2 Gas Circuit Components														
1.C.1	Temperature Gauge, Drain Valve, Orifice, Moisture Collector, temp. controller, level gauge,	Make, rating, type	Major	Records review	100%	TG 60327	TG 60327/DRG/ADS	TC/ COC	√	P	W	-	W stands for Physical verification & co-relation		
1.D	Refrigeration Circuit Components														

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MANUFACTURER'S NAME AND ADDRESS			STANDARD QUALITY PLAN					1.W90414903463: REFRIGERATION TYPE H2 DRIER 2.W90414907353: REFRIGERATION GAS DRIER WITH SS HEAT EXCHANGER				TO BE FILLED BY BHEL			
BHEL	VENDOR'S NAME	ITEM	REFRIGERATION TYPE HYDROGEN GAS DRIER	QP NO.	QA/BE/QP/345										
				REV.	10	Date: 10.10.2020									
		DRG. No. & Rev.	As per P.O.												
		SPEC.	TG 60327												
		Rev.	As per P.O.			Page 2 of 4									
SL. NO.	COMPONENT & OPERATIONS	CHARACTERISTICS		CLASS	TYPE OF CHECK	QUANTUM OF CHECK	REFERENCE DOCUMENT	ACCEPTANCE NORMS	FORMAT OF RECORDS		AGENCY			REMARKS	
											M	B	N		
1	2	3		4	5	6	7	8	9	D	10			11	

1.D.1	Hermetically sealed Compressor	Make, rating, type (3225 Kcal./Hr.)	Major	Review	100%	TG 60327	TG 60327/DRG/ADS	MTC	√	P	W	-	W stands for Physical verification & co-relation
1.D.2	Fan Motor	Make, rating, type	Major	Review	100%	TG 60327	TG 60327/DRG/ADS	MTC	√	P	W	-	W stands for Physical verification & co-relation
		Explosion Proofness (IEC 60079 class IIC)	Major	Electrical	100%	TG 60327	TG 60327/DRG/ADS	Report	√	P	V	-	W stands for Physical verification & co-relation
1.D.3	Pressure Gauge, HP/LP switch, Valves, Condenser, Liquid Receiver, Filter Drier, Accumulator, Capillary, refrigerant indicator,	Make, rating, type	Major	Review	100%	TG 60327	TG 60327/DRG/ADS	T.C./CO C	√	P	W	-	W stands for Physical verification & co-relation
1.D.4	Refrigerant gas	Non CFC refrigerant R134a	Major	Review	100%	TG 60327	TG 60327/DRG/ADS	T.C./CO C	√	P	W	-	W stands for Physical verification & co-relation
1.D.5	Air cooled condenser	Aluminum fin and copper tube type	Major	Review	100%	TG 60327	TG 60327/DRG/ADS	T.C./CO C	√	P	W	-	W stands for Physical verification & co-relation
1.E	Electric Circuit Components												
1.E.1	Delay Timer, MCB, Contactor, Transformer, LED, Fuse, SPDT selector Switch, Toggle ON/OFF Switch, Overload Relay, Cyclic Timer, Ammeter, Voltmeter, pressure switches	Make, rating, type	Major	Review	100%	TG 60327	TG 60327/DRG/ADS	COC	√	P	W	-	W stands for Physical verification & co-relation
1.E.2	RTD	2 nos. Pt-100 element, IEC 60751 Class A	Major	Review	100%	TG 60327	TG 60327/DRG/ADS	T.C./CO C	√	P	W	-	W stands for Physical verification & co-relation
1.F	Body of Gas Drier & Control Cabinet	Material Grade & thickness of CRCA sheet (2 mm)	Major	Review	100%	TG 60327	TG 60327/DRG/ADS	TC/COC	√	P	W	-	W stands for Physical verification & co-relation
1.G	Insulation material for per-cooler, evaporator, h2 pipeline, refrigerant line	Elastomeric nitrile rubber foam	Major	Review	100%	TG 60327	TG 60327/DRG/ADS	TC/COC	√	P	W	-	W stands for Physical verification & co-relation

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MANUFACTURER'S NAME AND ADDRESS			STANDARD QUALITY PLAN					1.W90414903463: REFRIGERATION TYPE H2 DRIER 2.W90414907353: REFRIGERATION GAS DRIER WITH SS HEAT EXCHANGER				TO BE FILLED BY BHEL			
BHEL	VENDOR'S NAME	ITEM	REFRIGERATION TYPE HYDROGEN GAS DRIER		QP NO.	QA/BE/QP/345									
				REV.	10	Date: 10.10.2020									
		DRG. No. & Rev.		As per P.O.											
		SPEC.		TG 60327											
		Rev.	As per P.O.				Page 3 of 4								
SL. NO.	COMPONENT & OPERATIONS	CHARACTERISTICS		CLASS	TYPE OF CHECK	QUANTUM OF CHECK	REFERENCE DOCUMENT	ACCEPTANCE NORMS	FORMAT OF RECORDS		AGENCY			REMARKS	
											M	B	N		
1	2	3		4	5	6	7	8	9	D	10			11	

1.H	Drain chamber sight glass	10 mm borosilicate toughened glass	Major	Review	100%	TG 60327	TG 60327/DRG/ADS	TC/COC	√	P	W	-	W stands for Physical verification & co-relation
1.I	50 NB flange connection for H2 gas leakage	-	Major	Review	100%	TG 60327	TG 60327/DRG/ADS	TC/COC	√	P	W	-	W stands for Physical verification & co-relation
1.J	BOI items	Mechanical as per table 2, electrical as per annexure 1B	Major	Review	100%	TG 60327	TG 60327/DRG/ADS	I.R.	√	P	W	-	W stands for Physical verification & co-relation
2	IN-PROCESS TEST INSEPTIONS (PRECOOLER, EVAPORATOR & MOISTURE SEPARATOR)												
2.1	Fabrication	Witness of approved WPS/PQR/WPQ	Major	Review & verification	100%	TG 60327	TG 60327/DRG/ADS	Record	√	P	W	-	Note 2
		Weld quality	Major	Visual	100%	TG 60327	TG 60327/DRG/ADS	TC	√	P	W	-	
		RT film verification for butt weld & DPT for fillet weld	Major	NDT	100%	TG 60327	TG 60327/DRG/ADS	TC	√	P	W	-	
2.2	Evaporator unit & pre-cooler unit	Hydraulic test (15 kg/cm2 for 30 min.)	Major	Hydraulic test	100%	TG 60327	No leakage	I.R.	√	P	W	-	
		Pneumatic test (10 kg/cm2 for 8 hr.)	Major	Pneumatic test	100%	TG 60327	No leakage	I.R.	√	P	W	-	
2.3	Pneumatic test of refrigerant circuit excluding compressor	Pneumatic test (15 kg/cm2 for 8 hr.)	Major	Pneumatic test	100%	TG 60327	No leakage	I.R.	√	P	W	-	
3	FINAL INSEPTION												
3.1	Dimensional	1300x800x800 mm	Major	Review	100%	TG 60327	TG 60327/DRG/ADS	I.R.	√	P	W	-	
3.2	Complete H2 circuit	Hydraulic test (10 kg/cm2 for 30 min.)	Major	Hydraulic test	100%	TG 60327	No leakage	I.R.	√	P	W	-	
		Pneumatic test (10 kg/cm2 for 8 hr.)	Major	Pneumatic test	100%	TG 60327	No leakage	I.R.	√	P	W	-	
3.3	Control panel	HV test (2 KV for 1 min.)	Major	Electrical	100%	TG 60327	TG 60327/DRG/ADS	I.R.	√	P	W	-	
		IR test (500 V meggar, >100M ohm)	Major	Electrical	100%	TG 60327	TG 60327/DRG/ADS	I.R.	√	P	W	-	
3.4	Complete assembly including	Check for completeness	Major	Visual	100%	TG 60327	TG 60327/DRG/ADS	-	√	P	W	-	

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MANUFACTURER'S NAME AND ADDRESS			STANDARD QUALITY PLAN					1.W90414903463: REFRIGERATION TYPE H2 DRIER 2.W90414907353: REFRIGERATION GAS DRIER WITH SS HEAT EXCHANGER				TO BE FILLED BY BHEL		
BHEL	VENDOR'S NAME	ITEM	REFRIGERATION TYPE HYDROGEN GAS DRIER		QP NO.	QA/BE/QP/345								
				REV.	10	Date: 10.10.2020								
		DRG. No. & Rev.		As per P.O.										
		SPEC.		TG 60327										
		Rev.	As per P.O.			Page 4 of 4								
SL. NO.	COMPONENT & OPERATIONS	CHARACTERISTICS		CLASS	TYPE OF CHECK	QUANTUM OF CHECK	REFERENCE DOCUMENT	ACCEPTANCE NORMS	FORMAT OF RECORDS		AGENCY			REMARKS
											M	B	N	
1	2	3		4	5	6	7	8	9	D	10			11

	control panel	Overall dimensions		Major	Measurement	100%	TG 60327	TG 60327/DRG/ADS	-	√	P	W	-	
3.5	Performance test	-		Major	Physical	100%	TG 60327	TG 60327/DRG/ADS	I.R.	√	P	W	-	
3.6	Functional test	approx. 50 ml water collection with air As per specs procedure		Major	Physical	100%	TG 60327	TG 60327/DRG/ADS	I.R.	√	P	W	-	
3.7	Painting DFT, color shade	1 coat Epoxy primer + 2 coat RAL 5017 epoxy paint, thickness >200 µm or approved paint as per approved drg.		Major	Visual/Physical	100%	TG 60327	TG 60327/DRG/ADS	I.R.	√	P	W	-	
3.8	Identification marking	SS 304 nameplate		Major	Visual/Physical	100%	TG 60327	TG 60327/DRG/ADS	I.R.	√	P	W	-	
3.9	Packing	In thermos-col boxes inside cartons with fixtures		Major	Visual/Physical	100%	TG 60327	TG 60327/DRG/ADS	I.R.	√	P	W	-	
3.10	Inclusion of recommended spare items for each drier in packing	As per clause 12.0 of specs.		Major	Visual/Physical	100%	TG 60327	TG 60327/DRG/ADS	spare list	√	P	W	-	Physical verification of spare parts

NOTES: 1. Manufacturer to maintain calibrated instruments having better accuracy than the item under test. Inspection engineer shall check the same.
2. Vendor's WPS/PQR/WPQ shall be got witnessed/approved by LLOYDS/TUV/BVIL only. Approved WPS/PQR/WPQ shall be witnessed/verified by BHEL/TPIA before start of welding. If approved WPS/PQR/WPQ is already verified by BHEL/TPIA earlier, vendor can go ahead for welding.

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Buyers Specific Additional Terms & Conditions (ATC) in addition to GTC**Item Name: Refrigeration Gas Drier with SS Heat Exchanger****Projects: Yadadri and Khurja Project****A. SCOPE OF ENQUIRY**

E-bids on GeM are invited from bidders for the supply of Refrigeration Gas Drier with SS Heat Exchanger for 5X800MW Yadadri STPP & 2X660MW Khurja Project, as per requirement mentioned below:

Sl. No.	Project	Material Code & Item Description	Total Qty.	LOT Quantity	Delivery Requirement
1	5X800MW Yadadri STPP	Mat. Code: W90414907353: REFERIGERATION GAS DRIER WITH SS HEAT EXCHANGER, SPEC: TG60327 REV: 15, ItemId: BG011	12 Nos.	Lot-1 Qty. 2 Nos. Lot-2 Qty. 2 Nos. Lot-3 Qty. 2 Nos. Lot-4 Qty. 2 Nos. Lot-5 Qty. 2 Nos. Lot-6 Qty. 2 Nos.	30/06/2023 30/06/2023 31/07/2023 30/10/2023 31/12/2023
		Mat. Code: W90414907175: COMMISSIONING OF REF. GAS DRIER SPEC: TG60327 REV: 15, ItemId: BG011	total 10 visit	Lot-1 No of visit-2 Lot-2 No of visit-2 Lot-3 No of visit-2 Lot-4 No of visit-2 Lot-5 No of visit-2	On intimation
2	2X660 MW Khurja	Mat. Code: W90414907353: REFERIGERATION GAS DRIER WITH SS HEAT EXCHANGER, SPEC: TG60327 REV: 15, ItemId: BG011	5 Nos.	Lot-1 Qty. 2 Nos. Lot-2 Qty. 2 Nos. Lot-3 Qty. 1 No.	30/06/2023 30/06/2023 31/07/2023
		Mat. Code: W90414907175: COMMISSIONING OF REF. GAS DRIER, SPEC: TG60327 REV: 15, ItemId: BG011	total 4 visit	Lot-1 No of visit-2 Lot-2 No of visit-2	On intimation
		Mat. Code: W90414907299: EVAPORATOR TEMPERATURE CONTROLLER FOR REFRIGERATION GAS DRIER AS PER PEC.TG60327, SPEC: TG60327 REV: 15, ItemId: BG011	1 No.	Lot-3 Qty. 1 Nos.	31/07/2023
SPECIAL NOTE: ALL THE MATERIAL CODES OF THE PROJECT ARE REQUIRED TO BE PROCURED FROM SINGLE SOURCE HENCE SPLITTING OF THE PURCHASE ORDER FOR A PROJECT IS NOT ALLOWED.					
VENDOR TO QUOTE SEPARATELY FOR EACH MATERIAL CODE FOR A PROJECT. SINGLE QUOTATION FOR THE ALL MATERIAL CODE IS NOT ACCEPTABLE.					

B. Project Details:

Project Name	Consignee Address
5X800MW Yadadri STPP	5X800MW YADADRI STPP ASST DIVISION. ENGINEER-STORES CONST.DIVI,5X800MW YADADRI TPS, VEERLAPALEM VIL.DAMERACHERLA MANDAL,DIST-NALGONDA-5082073
2X660MW Khurja-1 & 2	2X660MW Khurja-1 & 2 GENERAL MANAGER(PROJECTS) KHURJA STPP,THDC INDIA LIMITED, DIST- BULANDSAHAR, UTTAR PRADESH, PIN-203131

C. EARNEST MONEY DEPOSIT (EMD): EMD shall be as per General Terms and Conditions on GeM 3.0 (Version 1.5).

Interested vendors must submit their e-bid along with the proof of submission of following Earnest Money Deposit (EMD) details in GeM portal.

Details	Amount In INR	Type
EMD	(this will be 0.5% of Estimated Value), limited to 2,00,000/-	Refundable

The EMD should be submitted in the form of demand draft / Pay Order/ Cash (as permissible under Income Tax Act). The Drafts shall be drawn in favor of "BHEL Hardwar". E- payment is also acceptable. For E-Payment, the RTGS details are as mentioned below:

Bank Details	SWIFT Details of bank	Contact Details of Banker
STATE BANK OF INDIA RANIPUR BRANCH, OPP: BHEL MAIN GATE, SECTOR-5, RANIPUR, HARIDWAR, UTTRAKHAND, INDIA PIN CODE : 249403	SWIFT NO : SBININBB225 CC ACCOUNT NO : 10667995458 IFSC CODE : SBIN0000586	Contact No. +91 1334 224201 +91 1334 226125 Fax:+91 1334 226512

- D.** While finalizing e-Bid / RA, Buyer shall indicate the exact amount of EMD required to be submitted by bidders in the form of Bank Guarantee on GeM portal in the prescribed format. Scanned copy of the same shall be uploaded by Seller in the online bid. Following categories of Sellers shall however, be exempted from furnishing EMD:
- Micro and Small Enterprises who are manufacturer of the Primary Product Category or Service Provider of the Primary Service Category and give specific confirmation to this effect at the time of bid submission and whose credentials are validated online through Udyog Aadhaar and through uploaded supporting documents.
 - Start-ups as recognized by Department of Industrial Policy and Promotion (DIPP).
 - KVIC, ACASH , WDO, Coir Board, TRIFED and Kendriya Bhandar.
 - Sellers who have got their credentials verified through the process of Vendor Assessment by Vendor Assessment Agencies for the Primary Product / Primary Service for which Bid / RA has been invited.
 - Sellers/ Service Provider having annual turnover of Rs 500 Crore.
 - Micro and Small Enterprises registered with NSIC for the Primary Product Category whose credentials are validated through NSIC database and through uploaded supporting documents.
 - Micro and Small Enterprises registered with DIC for the Primary Product Category whose credentials are validated through DIC database and through uploaded supporting documents. Sellers / Service Providers holding BIS License for the Primary Product Category whose credentials are validated through BIS database and through uploaded supporting documents.
 - Central / State PSUs, Seller / Service Provider registered with designated Agency / Authority as specified in the bid document by the Buyer – such bidder shall have to upload scanned copy of relevant registration document in place of EMD document while bidding, i.e. Suppliers registered with BHEL in PMD of Welded SS Tubes (PMD Cat. BI038).
- E.** EMD submitted by the bidder shall be forfeited, if the bidder:
- Withdraws or modify or impairs or derogates from the bid in any respect within the period of validity of its bid; or
 - If it comes to notice that the information / documents furnished in its bid is false, misleading or forged; or
 - Fails to furnish requisite performance security / PBG within stipulated time required as per e-bid / RA conditions.
- F.** Notwithstanding above, GeM SPV / GeM Admin also reserve the right to debar such seller from GeM portal. Such debarment shall be for minimum 3 months initially on first such offence and on repeat offence, the debarment period can be increased suitably by GeM SPV / GeM Admin. By submitting a bid on GeM, the Bidder explicitly undertakes to abide by the above clause.
- G.** Earnest money of unsuccessful bidders shall be returned within 15 days after the award of contract or expiry of bid validity whichever is earlier. Earnest money of successful bidder shall be returned within 15 days after receipt of Performance Security / e-PBG.

H. Buyers Specific Additional Terms & Conditions in addition to GTC:

Sl. No.	Terms	Description	Your confirmation								
1.	Compliance of GTC on GeM	General Terms and Conditions on GeM 3.0 (Version 1.19). Please submit signed & stamped copy of the same.									
2.	Public Procurement (Preference to Make in India)	“For this procurement, the local content to categorize a supplier as a Class-I Local 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 Ref. No. P-45021/2/2017-PP (BE-II) dtd. 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 this NIT, but before opening of Part-II bids against this NIT.”									
3.	Compliance of Rule 144 (xi) of GFR 2017	Compliance of Restrictions under Rule 144 (xi) of GFR 2017 shall be as per clause 26 of General terms and conditions on GeM 3.0 (Version 1.19).									
4.	Bid validity/ Validity of offer	Please note that validity of the offer shall be 160 days from the date opening of Techno-Commercial bid (Part-I bid) on GeM portal. Offer of bidder’s having validity less than 160 days shall liable to reject. BHEL reserve the right to reject the offer in case validity of offer less than 160 days. Please confirm.									
		The required validity is considering that offer is complete & clear w.r.t. PQR and all techno-commercial conditions. Vendors need to extend their offer validity for the time taken by them in responding BHEL’s comments/clarification sought during techno-commercial scrutiny of the offer. In case regret by any bidder for such validity extension, their offer shall liable to reject. Please confirm.									
5.	Prices	Prices: The prices of the offered Goods or Services shall remain firm and fixed at any point of time and shall be indicated in INR for each accounting unit.									
		Prices should be quoted on F.O.R. Destination basis. Transit insurance shall be arranged by BHEL and not to be included in the prices.									
		Transit Insurance & unloading of material at BHEL project site would be arranged by BHEL. Please quote your prices accordingly.									
6.	Evaluation criteria	Evaluation will be done on the basis of total all inclusive landed cost to BHEL, with cost involved for delivery up to BHEL respective project site (considering material cost, taxes & duties and Freight charges up to BHEL respective Project site). Evaluation of each projects will be done seperatly.									
		ALL THE MATERIAL CODES OF THE PROJECT ARE REQUIRED TO BE PROCURED FROM SINGLE SOURCE HENCE SPLITTING OF THE PURCHASE ORDER FOR A PROJECT IS NOT ALLOWED. PLEASE CONFIRM.									
		VENDOR TO QUOTE SEPARATELY FOR EACH MATERIAL CODE FOR A PROJECT. SINGLE QUOTATION FOR THE ALL MATERIAL CODE IS NOT ACCEPTABLE. PLEASE CONFIRM.									
7.	Evaluation currency	The evaluation currency for this tender shall be INR.									
8.	Payment terms for supply portion:	The payment term shall be done after issue of consignee receipt-cum acceptance certificate (CRAC) and cereipted copy of GR as per the below details:									
		<table><tr><td>Type of Bidder</td><td>Payment Terms (Number of Days)</td></tr><tr><td>Micro & Small Enterprises (MSEs)</td><td>45 days</td></tr><tr><td>Medium Enterprises</td><td>60 days</td></tr><tr><td>Non MSME</td><td>90 days</td></tr></table>		Type of Bidder	Payment Terms (Number of Days)	Micro & Small Enterprises (MSEs)	45 days	Medium Enterprises	60 days	Non MSME	90 days
		Type of Bidder	Payment Terms (Number of Days)								
		Micro & Small Enterprises (MSEs)	45 days								
		Medium Enterprises	60 days								
		Non MSME	90 days								

		Subject to submission of non-discrepant documents.	
9.	Applicable taxes & duties:	Taxes and Duties shall be as per as per GeM Terms and Conditions on GeM.	
10.	Payment for commissioning portion	Please note that vendor's competent representative is required for commissioning of the equipment at our respective project site. Please quote your charges for Commissioning accordingly. Payment of commissioning shall be made against submission of following documents:following documents: 1. The supplier shall arrange satisfactory commissioning report of each drier from respective project site. 2. Successful commissioning certificate, duly signed by BHEL site and end customer required.	
11.	GeM charges	GeM charges if any shall be either side only i.e. buyer's GeM charges shall be in buyer's account and seller's GeM charges shall be on seller's account. Please confirm.	
12.	Contract execution	Bidder's are advised to read GeM related query & clarification carefully on GeM portal. Order shall be executed through GeM portal only.	
13.	Delivery Period	Please quote your lot wise delivery completion period in line with BHEL project site requirement as mentioned in para "A" of this ATC. In case it is not possible to meet the lot date, you may quote your most optimum delivery completion period in number of weeks/months from the date of Purchase Order. Please quote. Commissioning is to be done by supplier at BHEL respective project site. Delivery date/ execution date will be intimate to vendor on the basis of project site requirement . Supplier has to depute their representative at site for commissioning on intimation/actual requirement informed by BHEL separately. Please confirm. Delivery date of contract on GeM for commissioning will keep on extending till actual requirement of commissioning at respective site. Please confirm.	
14.	Liquidated Damages (LD)	liquidated Damages (LD) for Late Deliveries shall be applicable @0.5% per week or part thereof subject to maximum of 10% of the total value of each lot (Lot wise/Project unit wise). Purchase Order value for this purpose shall be the Total Gross Value payable to the vendor (Before LD) excluding taxes and duties for (Lot wise/Project unit wise). The date of LR/RR/GR would be treated as the date of delivery for penalty purposes.	
15.	MDCC Clause	Please note that, material shall be dispatched only after issue of Material dispatch clearance certificate (MDCC) end customer. For issue of MDCC, vendors are required to submit all test certificates (TC) and inspection report of third party (IR) to BHEL. After review & acceptance of the quality document, BHEL will forward the same to end customer for issuance of MDCC. Material shall be dispatched within 7 days from the the date of issuance of MDCC.	
16.	Customer approval condition	FOR KHURJA PROJECT PROCUREMENT SHALL BE DONE FROM END CUSTOMER/NTPC APPROVED VENDOR ONLY. VENDOR APPROVAL FROM END CUSTOMER/NTPC IS REQUIRED. VENDORS TO SUBMIT THEIR CREDENTIALS AS PER ATTACHED NTPC SUB-QUESTIONNAIRE FORMAT FOR NTPC APPROVAL. OFFER OF ONLY THOSE VENDORS WOULD BE CONSIDERED FOR KHURJA PROJECT FOR OPENING OF PRICE BID (PART-II) WHOSE CUSTOMER APPROVAL WILL BE AVAILABLE AT THE TIME OF PRICE BID OPENING.	
17.	Reverse Auction	Reverse Auction shall be as per applicable General Terms and Conditions (GTC) on GeM. Please confirm.	

18.	Marking and Packing	Packing and Marking shall be as per clause no. 7 & 8 of BHEL Technical specifications TG60327 (Rev. 15). Please confirm.	
19.	Quality Requirements	PLEASE CONFIRM THAT INSPECTION SHALL BE DONE AS PER BHEL & END CUSTOMER (I.E. YADADRI & KHURJA) APPROVED QUALITY PLAN. PLEASE CONFIRM.	
		PLEASE SUBMIT ENDORCED COPY OF BHEL SQP NO. "QA/BE/QP/345 REV. 10". YOUR ENDORSE BHEL SQP "QA/BE/QP/345, REV. 10" SHALL BE FURTHER SUBMITTED TO YADADRI AND KHURJA CUSTOMER FOR THEIR APPROVALS IN CASE OF ORDERING. PLEASE CONFIRM.	
		IN CASE OF ORDERING, PLEASE CONFIRM TO FOLLOW INSPECTION TERMS AND CONDITIONS AS PER FINALLY YADADRI & KHURJA CUSTOMER APPROVED QP. PLEASE CONFIRM.	
20.	Guarantee	THE DRIER ALONG WITH ITS ACCESSORIES SHALL BE GUARANTEED FOR SATISFACTORY OPERATION FOR 12 MONTHS FROM THE DATE OF COMMISSIONING OR 18 MONTHS FROM DISPATCH, WHICHEVER IS EARLIER. GUARANTEE CERTIFICATE IS TO BE PROVIDED ALONG WITH SHIPPING / DISPATCH DOCUMENTS. Please confirm.	
		ANY DEFECT DURING THE GUARANTEE PERIOD SHALL BE RECTIFY BY SUPPLIER WITHOUT ANY OBLIGATION.	
		System will kept under observation for the warranty period. Within the warranty period, if any part of system doesnot perform satisfactory the same to be repaired or replaced without any cost to BHEL. Please confirm.	
		In case of damage due to reasons other than inadequacy in packing/loading, you are required to depute your representative at site / place of damage at the time of insurance survey to ascertain and confirm the extent of damage.	
21.	Technical Requirements	Technical requirement shall be as per BHEL Technical specifications TG60327 (Rev. 15) only. Please confirm.	
		Please submit signed & stamped copy of BHEL Technical specifications TG60327 (Rev. 15) along with Electrical Circuit Diagram (ANNEXIUE-1A) and electrical item list (ANNEXURE-1B) as a token of acceptance of BHEL technical requirement. Please confirm.	
		GUARANTEE CERTIFICATE REQUIRED TEST CERTIFICATE REQUIRED OPERATION AND MAINTENANCE MANUAL REQUIRED.	
22.	General Packing instruction for all projects	MANDATORY SPARE MUST BE PACKED IN SEPERATE BOX. MANDATORY SPARES SHOULD BE WRITTEN ON ALL FOUR SIDE OF BOX WITH READ COLOUR IN CAPITAL LETTERS. BHEL PO NO., MATERIAL CODE, MATERIAL DESCRIPTION AND QUANTITY ALONG WITH COMPLETE CONSIGNEE ADDRESS SHOULD BE MENTIONED ON ALL FOUR SIDE OF BOX.	
23.	Risk Purchase:	In case of abnormal delays (beyond the maximum late delivery period as per LD clause) in supplies / defective supplies or non-fulfilment 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.	

24.	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”	
25.	PQR conditions	Please submit signed & stamped copy (each page) of PQR documents with proper filled information and related supporting documents as mentioned in PQR. BHEL reserve the right to reject the bids received without proper PQR supporting documents.	

Special note to bidders:

Following documents are an integral part of this Tender Enquiry and endorsed copies of these documents (duly signed and stamped on each page, as a token of acceptance) are to be submitted/uploaded along with offer on GeM portal against this bid.

1. Please submit replica of Price schedule (without prices) showing “quoted” in place of price along with techno-commercial bid (Part-I) for all respective projects.
2. Please submit signed & Stamped copy (each page) of duly filled of confirmation column of “Buyers Specific Additional Terms & Conditions (ATC)” and its clause wise supporting documents where required.
3. Please submit signed & stamped copy (each page) of General Terms and Conditions (GTC) of GeM & GISTC along with Tender documents
4. Please submit signed & stamped copy (each page) of PQR documents with proper filled information and related supporting documents as mentioned in PQR. BHEL reserve the right to reject the bids received without proper PQR supporting documents.
5. Please submit signed & stamped copy (each page) of BHEL Technical specifications TG60327 (Rev. 15).
6. Please submit signed & stamped copy (each page) of QAP No. QA/BE/QP/345 (Rev. 10) dtd. 10/10/2020.
7. Please Submit Signed & stamped copy of GeM bid documents.

	CORPORATE QUALITY ASSURANCE SUB-VENDOR QUESTIONNAIRE		

i.	Item/Scope of Sub-contracting			
ii.	Address of the registered office	Details of Contact Person (Name, Designation, Mobile, Email)		
iii.	Name and Address of the proposed Sub-vendor's works where item is being manufactured	Details of Contact Person: (Name, Designation, Mobile, Email)		
iv.	Annual Production Capacity for proposed item/scope of sub-contracting			
v.	Annual production for last 3 years for proposed item/scope of sub-contracting			
vi.	Details of proposed works			
1.	Year of establishment of present works			
2.	Year of commencement of manufacturing at above works			
3.	Details of change in Works address in past (if any)			
4.	Total Area			
	Covered Area			
5.	Factory Registration Certificate	Details attached at Annexure – F2.1		
6.	Design/ Research & development set-up (No. of manpower, their qualification, machines & tools employed etc.)	Applicable / Not applicable if manufacturing is as per Main Contractor/purchaser design Details attached at Annexure – F2.2 (if applicable)		
7.	Overall organization Chart with Manpower Details (Design/Manufacturing/Quality etc)	Details attached at Annexure – F2.3		
8.	After sales service set up in India, in case of foreign sub-vendor (Location, Contact Person, Contact details etc.)	Applicable / Not applicable Details attached at Annexure – F2.4		
9.	Manufacturing process execution plan with flow chart indicating various stages of manufacturing from raw material to finished product including outsourced process, if any	Details attached at Annexure – F2.5		

	CORPORATE QUALITY ASSURANCE SUB-VENDOR QUESTIONNAIRE
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10.	Quality Control exercised during receipt of raw material/BOI, in-process , Final Testing, packing	Details attached at Annexure – F2.6												
11.	Manufacturing facilities (List of machines, special process facilities, material handling etc.)	Details attached at Annexure – F2.7												
12.	Testing facilities (List of testing equipment)	Details attached at Annexure – F2.8												
13.	If manufacturing process involves fabrication then-	Applicable / Not applicable												
	List of qualified Welders	Details attached at Annexure – F2.9												
	List of qualified NDT personnel with area of specialization	(if applicable)												
14.	List of out-sourced manufacturing processes with Sub-Vendors' names & addresses	Applicable / Not applicable Details attached at Annexure. –F2.10 (if applicable)												
15.	Supply reference list including recent supplies	Details attached at Annexure – F2.11 (as per format given below)												
	<table border="1" style="width: 100%;"> <tr> <th style="width: 10%;">Project/ package</th> <th style="width: 10%;">Customer Name</th> <th style="width: 30%;">Supplied Item (Type/Rating/Model /Capacity/Size etc)</th> <th style="width: 15%;">PO ref no/date</th> <th style="width: 15%;">Supplied Quantity</th> <th style="width: 20%;">Date of Supply</th> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </table>	Project/ package	Customer Name	Supplied Item (Type/Rating/Model /Capacity/Size etc)	PO ref no/date	Supplied Quantity	Date of Supply							
Project/ package	Customer Name	Supplied Item (Type/Rating/Model /Capacity/Size etc)	PO ref no/date	Supplied Quantity	Date of Supply									
16.	Product satisfactory performance feedback letter/certificates/End User Feedback	Attached at annexure - F2.12												
17.	Summary of Type Test Report (Type Test Details, Report No, Agency, Date of testing) for the proposed product (similar or higher rating) Note:- Reports need not to be submitted	Applicable / Not applicable Details attached at Annexure – F2.13 (if applicable)												
18.	Statutory / mandatory certification for the proposed product	Applicable / Not applicable Details attached at Annexure – F2.14 (if applicable)												
19.	Copy of ISO 9001 certificate (if available)	Attached at Annexure – F2.15												
20.	Product technical catalogues for proposed item (if available)	Details attached at Annexure – F2.16												
<table border="1" style="width: 100%;"> <tr> <td style="width: 15%;">Name:</td> <td style="width: 30%;"> </td> <td style="width: 10%;">Desig:</td> <td style="width: 20%;"> </td> <td style="width: 10%;">Sign:</td> <td style="width: 15%;"> </td> <td style="width: 10%;">Date:</td> <td style="width: 10%;"> </td> </tr> </table>			Name:		Desig:		Sign:		Date:					
Name:		Desig:		Sign:		Date:								

Company's Seal/Stamp:-

General Terms and Conditions on GeM 4.0 (Version 1.6)

dt 29th Dec 2022

1. Introduction

This document is an electronic record published by GeM under the provisions of the Information Technology Act, 2000 and the rules made there under (as applicable) and shall act as valid agreement between Seller / Service Provider and Buyer. Further the use of GeM Portal for Sale / Purchase of Goods / Services and the **resulting Contracts shall be governed by the following General Terms and Conditions (GTC) (unless otherwise superseded by Product / Service specific Special Terms and Conditions (STC), Product / Track / Domain Specific STC of Particular Service including its SLA (Service Level Agreement) and BID/Reverse Auction Specific Additional Terms and Conditions (ATC) as applicable).**

Government e-Marketplace (GeM) is the National Public Procurement Portal; an end- to-end online Marketplace for Central and State Government Ministries / Departments, Central & State Public Sector Undertakings (CPSUs & SPSUs), Autonomous institutions and Local bodies, for procurement of common use goods & services. The portal is owned and managed by GeM SPV which is a Section 8 (Non- Profit) Company registered under the Companies Act, 2013. GeM SPV operates, monitors and supervises all the business transactions on the portal through the Managed Service Provider as per defined roles and responsibilities.

2. General Terms and Definitions:

- a. **“APPLICABLE LAWS”** shall mean any statute, law, ordinance, notification, rule, regulation, judgment, order, decree, bye-law, approval, directive, guideline, policy or other governmental restriction as may be in effect.
- b. **“GOODS”** shall mean an Article / product or an intangible product like software, technology transfer, licenses, patents or other intellectual properties being offered for sale on the GeM portal by Seller(s) on GeM. The term ‘Goods’ shall also include works and services which are incidental or consequential to the supply of such goods, such as, transportation, insurance, installation, commissioning, training and guarantee / warrantee obligations as defined in the scope of supply given in the contract.
- c. **“SERVICES”** shall mean the services offered or provided by the Seller such as IT Professional Services, Manpower Services, Security Services, Transport Services, etc. listed as Services on GeM. The term ‘Service’ shall also include supply of goods / articles which are incidental or consequential to the

General Terms and Conditions on GeM 4.0 (Version 1.6) dt 29th Dec 2022

provisioning of such Services as defined in the scope of supply given in the contract

- d. **“SERVICE LEVEL AGREEMENT (SLA)”** shall mean the Contractual Commitment that prevails between the Buyer and the Service Provider with regard to type of service to be provided, deliverables, desired performance level, reliability and responsiveness, monitoring process and service level reporting, response and issue resolution time-frame, repercussions / penalties / remedies for service provider not meeting its commitment. The SLA of a particular contract may carry the matrix regarding the delivery of the goods and/or services and the corresponding penalties or remedies and liquidated damages as applicable.
- e. **“CATEGORY SPECIFICATION”** shall mean the framework of technical features, functional capabilities, technical properties, certifications of the items etc. in a particular category. The Specifications shall identify the key parameters defining the products with all necessary validations related to configuration, type of data, restrictions, range / allowed values, allowed units etc. Sellers as well as Buyers while offering / buying the Goods / services shall have to comply with the validation rules / restrictions provided for in the Category Specification. Buyers / Sellers can not add parameters and / or drop down values not provided for in category Specification. If any Buyer / Seller desire to add new parameter, value, validation etc. against any category specification, they have to raise request for the same to GeM for incorporation in Category Specification.
- f. **“BUYER”** is the Contract placing authority, which includes Central/State Government Ministries/Departments including its attached/subordinate offices, Central/State Public Sector Units (PSUs) and Autonomous Bodies acting through its authorized officer(s) for and on behalf of President of India/Governor of the State/PSU/Autonomous Bodies, as the case may be, for purchase of Goods/Services offered by Sellers on GeM.
- g. **“SELLER / SERVICE PROVIDER”** on GeM shall mean any legal entity such as firm(s) of Proprietorship / Partnership Firm / Limited Liability Partnership / Private Limited / Limited company / Society registered under Society's Act / Statutory Bodies etc., registered on GeM to sell its Good(s) / Service(s) to the Buyers registered on GeM.

The “Seller on GeM” will be either OEM (Original Equipment Manufacturer*) or Seller having authorization to sell products manufactured by the OEM in open market or Licensed manufacturer under Drugs & Cosmetics Act, 1940.

* OEM is the owner of the Brand / Trademark of the product being offered or in case of un-registered brand's products / products with own brand, the

General Terms and Conditions on GeM 4.0 (Version 1.6) **dt 29th Dec 2022**

actual manufacturer of the final product. To be recognized as an OEM on GeM, seller has to get Vendor Assessment Report from designated agency (unless exempted as per GeM VA policy) as per due process of vendor assessment notified on GeM portal (which would include production of documentary evidences and demonstration of manufacturing facilities and / or capabilities as required).

In case of Services related to Goods, Service Provider on GeM will be either OEM or Service Provider having authorization to Service products manufactured by that OEM in open market. In respect of other Services, Service Provider on GeM will be any legal entity offering its services.

By registering on GeM portal , Seller / Service Provider hereby agrees to be bound by these General Terms and Conditions for Sale / Purchase of Goods and / or Services (GTC); Product / Service Specific Special Terms and Conditions (STC) and Service Level Agreements (SLAs) for various Services; and Additional (Bid Specific) Terms and Conditions (ATC) as applicable. For the purpose of this document and transactions on GeM, Seller as well as Service Provider will be referred to as “Seller”

- h. **“USER ID and PASSWORD”** All users including Buyers and Sellers (primary as well as secondary) will get User ID and Password created on GeM following due registration process defined on GeM. It is the responsibility of the user to keep their User ID and Password secure and confidential. Individual user shall be solely and completely responsible for all transactions taking place on GeM portal using his / her User Id and Password and GeM shall not be responsible in any manner.
- i. **“LICENSE”** shall mean by registering the Seller and by offering Product / Service details on GeM, the Seller grants GeM a non-exclusive, royalty-free, irrevocable, perpetual and fully sub-licensable right to use, reproduce, modify, adapt, publish, translate, distribute, and/or display the content/materials which has been submitted to GeM excluding Aadhaar No. In case of registration of Primary user and creation of secondary user(s) by the Buyer/Seller, their Aadhaar (UID) details collected by GeM are solely for user verification and to apply e-signing on the documents. The e-sign is at par with digital signatures as per Information Technology Act Amendment 2008 and it works based on details available in Aadhaar database of UIDAI and there is no interference / intrusion in their personal details.
- j. **“CONTRACT”** shall mean the purchase order created / issued by the Buyer on GeM for supply of Goods / Services in electronic form which includes scope

General Terms and Conditions on GeM 4.0 (Version 1.6) **dt 29th Dec 2022**

of supply, delivery instructions and specifications etc. as ordered by Buyer against such Contract besides the subject GTC, STC/ATC as the case may be.

- k. **“BID SECURITY”** (also known as Earnest Money Deposit) shall mean Insurance Surety Bond, Account Payee Demand Draft, Fixed Deposit Receipt, Banker’s Cheque or Bank Guarantee **(including e-Bank Guarantee)** from any of the Commercial Banks or payment online in an acceptable form as defined in the bid document, safeguarding the purchaser’s interest in all respects.
- l. **“PERFORMANCE SECURITY”** shall mean Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt from a Commercial bank, Bank Guarantee **(including e-Bank Guarantee)** from a Commercial Bank or online payment in an acceptable form as defined in the bid document safeguarding the purchaser’s interest in all respects.

3. Role, Responsibilities and Obligations of Seller/ Buyer:

A. Role and Responsibilities of Sellers on GeM are as under:

- i. Only Director (s) / Partner (s) / Proprietor (as applicable) are authorized to become Primary User and register any legal entity on GeM as Seller.
- ii. Once Seller/Service Provider is registered and account is created on GeM, the Primary user of the Seller/Service Provider can create Secondary UserAccounts within Seller/Service Provider Organization with different Roles and Responsibilities. However, the Primary User creating Secondary User accounts shall continue to be fully responsible and accountable for all actions / transactions done by Secondary Users on GeM Portal.
- iii. Since GeM is a trust based Portal, the complete accuracy and integrity of data submitted in respect of the Seller and also in respect of the Goods / Services offered on GeM will be the sole responsibility of the Seller/Service Provider. Seller will be liable for administrative action as per GeM terms and conditions in case of any discrepancy / infirmity in any data / information submitted on GeM.
- iv. The Primary / Secondary Users of Sellers, offering Goods/Services and/or participating in e-Bidding / Reverse Auction on GeM, must ensure that they have the requisite authorization to enter into contract with Buyer(s) in GeM for and on behalf of the Seller, failing which such Seller as well as the individual(s) shall be vicariously liable for its actions and also for any liability arising out of such actions.
- v. Seller can offer any number of products. However, it will be the sole responsibility of the seller to satisfy themselves regarding possessing the requisites for doing

General Terms and Conditions on GeM 4.0 (Version 1.6) **dt 29th Dec 2022**

- business for the offered product(s). The Sellers are solely responsible for ensuring that there is no violation of any Intellectual Property Rights in their offer for sell / providing service on GeM.
- vi. The Seller should not exercise any corrupt influence on any aspect of contract and commit to take all measures necessary to prevent corruption maintaining complete transparency, integrity and fairness in all activities related to GeM.
 - vii. The seller would represent its business on the GeM portal and is mandated to comply with all the terms and conditions of the platform. Sellers would be solely and absolutely responsible for the information provided about their organization, business, products and services on the portal and would be required to produce proof of such information, if requested at any point in time by the Buyer and / or GeM.
 - viii. GeM would not allow creation of any fresh data related to Seller identity on GeM portal. All details provided by the Seller at the time of registration would be counter checked / verified through other data bases of Government such as PAN, MCA 21, Udyam Registration / Udyog Aadhaar (as validated by Government from time to time), etc. For Financial details, PAN / Income tax Database shall be primary validating database and will override any conflicting data in any other database. If the data / details entered by the seller while registering on GeM is not verified with validating databases, registration will not be allowed. Further, in case of any conflict in details after registration, Seller's registration would be automatically suspended. It is the Seller's responsibility to keep all their information on GeM updated with the latest change(s). Non-updating of details on GeM within 7 days of such occurrence would make Seller liable for administrative actions.
 - ix. Eligibility of Sellers in terms of Turn Over / Past Performance / Profitability etc. and also their eligibility for availing various benefits / advantages in terms of various Govt. Policies / Guidelines / Acts / Laws etc. shall be determined solely on the basis of data fetched / validated or verified through external agency / owner of that set of database such as Income Tax / PAN Data Base, MCA 21, Udyam Registration / Udyog Aadhaar (as validated by Government from time to time), GSTN, Certifying Agencies such as BIS, BEE etc. In case of any discrepancy in data available in these databases, Seller has to get the same updated in the corresponding validating database before updating the same on GeM. Till such time only the existing validated information shall be used to decide seller's eligibility on GeM. Any default in sellers updating their data on partner sites / validating databases and any fall out of the same impacting adversely any transaction on GeM, shall entirely and exclusively be Seller's responsibility. GeM

General Terms and Conditions on GeM 4.0 (Version 1.6) **dt 29th Dec 2022**

shall not be responsible for any consequential impact on any GeM transaction due to data discrepancy and / or suspension of seller account due to data discrepancy. Seller will be solely responsible for the same.

- x. The Seller shall be solely responsible for the Goods / Services including, without limitation, the applicable guarantee / warranty, shelf-life, quantity, quality and the title and for giving the correct and accurate details of the offer their Goods and / or /Services indicating product specifications, quantity which can be supplied over the specified time period, etc. as per catalogue or catalogue based template prescribed in GeM. Seller would ensure that the Goods or /Services offered are latest, new and complete in all respects. Where Seller is selling any Goods which needs spare parts, Seller should ensure and make available such spare parts for a minimum period of three years from the date of expiry of warrantee period (unless otherwise specified). The individual Sellers shall ensure that the products offered in e-Bidding and/or ordered shall remain available on GeM during the bid / contract validity period.
- xi. Sellers shall offer minimum discount of 10% on the Maximum Retail Price (MRP) mandatorily (unless otherwise specified for offering their products on GeM). Sellers are free to offer higher discounts. The Seller must offer its best possible lowest price on GeM and undertake that it would not sell or offer to sell the same product outside GeM in comparable quantity on similar terms and conditions at a price equal to or lower than Offer Price on GeM. In case any such infringement by Seller is noticed, the Seller shall be liable to be removed / debarred from the GeM.
- xii. By offering their product on GeM, the Seller agrees for sharing price details of the offered Goods / Service by GeM authorities with other Government agencies including Department of Excise & Customs, Income tax, GST etc.
- xiii. Sellers shall ensure uploading of their product / service in the correct category in all respects. Any offering of wrong and misleading product(s) or service(s) in any of the category will be removed by GeM from the portal when noticed without making any reference to the seller(s). The seller(s) will also be liable for any other Administrative action as deemed fit by GeM for uploading wrong product(s) or service(s) in any category.

If any such infringement made by Seller leads to placement of a contract by any Buyer for such inappropriately offered product(s) / service(s) by the Seller, such contract shall be treated as null and void.

No claim whatsoever against such contract shall be admissible and entertained.

General Terms and Conditions on GeM 4.0 (Version 1.6)
dt 29th Dec 2022

- xiv. The Seller(s) shall pass on all the benefits associated with any scheme / offer / freebies provided by the OEM on any product from time to time on an "as-is basis" to the Buyer. This obligation will also apply to OEM's directly supplying the goods. Holding back any such offer or accounting such freebies in quantity supplied shall make such consignments liable to be rejected by the consignee and shall also be considered as inappropriate and against the GeM policies for which GeM reserves all rights to take necessary action against such Seller/OEM as deemed fit.

By registering on GeM and by participating in any bid on GeM, Seller undertakes that presently it is not "Debarred from Bidding" on the grounds mentioned in Rule 151 of GFR 2017.

- xvi. In case of drug manufacturer licensed under Drugs & Cosmetics Act 1940, drug manufacturers have to submit a notarized undertaking that the license for the product submitted by them has been issued under Drugs & Cosmetics Act, 1940 and is authentic and that the data of the same has been uploaded by the manufacturer on the SUGAM Portal under rule 84AB of Drugs Rules, 1945.

Only such manufacturers who have given the said undertaking as above will be considered as authentic for registration on GeM.

The said undertaking / affidavit to be submitted by the Drug Manufacturer, in prescribed form, would enable / empower Buyer / Ministry / Central Drugs Standard Control Organization (CDSCO) to initiate criminal proceedings in case of false declarations.

- xvii. By offering their product and fulfilling the basic need of regular updating of the stock on GeM as stipulated on the portal, the Seller agrees for the acceptance of the order placed through the Direct purchase and L1 purchase without any need for any acceptance or confirmation. The seller commits to hold the price and offer as valid till the date seller itself removes the product offer from GeM or changes the price in compliance with online price change guidelines / rule engines applicable in that category. The action as deemed fit may be initiated for the declining of the such orders as incident policy of the GeM.

B. Role and Responsibilities of Buyer on GeM:

Buyer Registration on GeM is divided in two categories:

- a. Primary User:** In GeM, the Primary User is as under:

General Terms and Conditions on GeM 4.0 (Version 1.6) **dt 29th Dec 2022**

- i. Any officer of Central / State Government / PSU / Autonomous Bodies / Local Bodies / Constitutional Bodies / Statutory Bodies at the level of Deputy Secretary of the Government of India or equivalent
- ii. Head of the Office at Sub Centre / Unit / Branch, can Register his / her organization / unit on GeM portal as Primary User.

Primary User shall be responsible for registering the organization on GeM, for creating User accounts for Secondary Users, assigning them roles and responsibilities on GeM and for supervision of all transactions performed by Secondary Users under him / her.

Primary User shall also be vicariously responsible for ensuring compliance of General Financial Rules and / or Rules Governing Public Procurement in respect of their organization, all GeM terms and conditions and other Procurement Policies / Guidelines notified by the government from time to time, by all the secondary users including timely payments and for dispute resolutions as per GeM terms and conditions.

Primary user cannot perform any Procurement related transactions on GeM portal.

- b. Secondary Users:** Secondary Users are officials responsible for procurement transactions on GeM including Placement of Contracts, Receipt of Stores, and Payments to the Sellers etc. The access rights permissible to registered Secondary users would be decided by the Primary User of the Department. Secondary Users may be given the roles of Buyer / Consignee / Drawing and Disbursement Office (DDO) / Paying Authority / Indentor / Technical Evaluator, etc. For transaction on GeM portal, Buyer is the official who is responsible for processing procurement transaction up to Order Placement stage. Consignee is the Secondary User in Buyer Organization responsible for certifying receipt and acceptance of the goods procured.

Buyer's responsibilities on GeM portal are as under:

- i. The Buyers are responsible to ensure that the procurement done by them are in compliance of General Financial Rules and / or Rules Governing Public Procurement in respect of their organization, all GeM terms and conditions and other procurement Policies / Guidelines notified by the government from time to time, including timely payments as per GeM terms and conditions.
- ii. The Buyers (in all capacities i.e. as Buyer, Consignee, DDO, Paying Authority etc) are responsible to ensure that the procurement done by them are in

General Terms and Conditions on GeM 4.0 (Version 1.6)

dt 29th Dec 2022

compliance with GeM Terms and Conditions / Guidelines and all contract related transactions are completed within time lines prescribed in GeM Contract.

- iii. The Buyers must ensure that they have the requisite authorization to enter into contract with Seller(s) on GeM for and on behalf of the organization, failing which such individual(s) shall be individually liable for its actions and also for any liability arising out of such actions.
- iv. While making procurement on GeM, the Buyers shall judiciously search and shortlist items using filters such as quantity, technical parameters, delivery period, warranty period, consignee location(s), Seller's eligibility etc. as per their approved requirements. Placement of contract for a product /service uploaded by the Seller in any wrong/inappropriate product category is strictly prohibited and such contracts shall be treated as null and void and such Buying shall adversely affect Buyer Rating on GeM.
- v. The Buyers shall satisfy themselves that the price of the selected offer is reasonable. Buyer is at liberty to utilize all the data / information and Business Analytics made available in GeM including e-bidding and reverse auction.
- vi. The Buyers, before placing the order on GeM, should have the required mandatory approval with prior sanction and approval of the competent authorities and shall be in compliance with and as per procedures outlined in GFR and other procurement guidelines issued by the Government from time to time.
- vii. On award of the Contract(s), it would be construed that the Buyer has obtained all necessary Administrative & Financial sanctions of the competent authority and adequate funds are available indicating the relevant Head of accounts in the awarded Contract(s).
- viii. The Buyers should not exercise any corrupt influence on any aspect of contract and commit to take all measures necessary to prevent corruption maintaining complete transparency and fairness in all activities related to GeM.
- ix. Buyers are not allowed to place any order at GeM prices outside GeM. The prices on GeM are only applicable if the procurement is made through GeM portal. Using GeM prices for procurement outside GeM portal is strictly prohibited. Further, Buyers are not allowed to place any off-line contract to the Seller directly based on the outcome of e-Bidding / RA conducted on GeM. All such contracts shall be treated as null and void and GeM reserves

General Terms and Conditions on GeM 4.0 (Version 1.6) **dt 29th Dec 2022**

the right to delete all data related to such transactions from GeM database besides taking suitable actions against such Buyers including suspension from GeM and / or reduction of Buyer rating etc.

4. Enabling provisions of Rule 149 of General Financial Rules- 2017

Enabling provisions of Rule 149 of General Financial Rules- 2017 as amended vide Ministry of Finance OM dated 02.04.2019 regarding procurement through GeM and necessary guidelines and terms and conditions thereon:

GeM portal may be utilized by the Government buyers for on-line purchases as under:-

- i. Up to INR 25,000/- through any of the available suppliers on the GeM, meeting the requisite quality, specification and delivery period.
- ii. Above INR 25,000/- and up to INR 5,00,000/- through the GeM Seller having lowest price amongst the available sellers (excluding Automobiles where there is no ceiling limit), of at least three different manufacturers, on GeM, meeting the requisite quality, specification and delivery period. The tools for online bidding and online reverse auction available on GeM can be used by the Buyer if decided by the competent authority.
- iii. Above INR 5,00,000/- through the supplier having lowest price meeting the requisite quality, specification and delivery period after mandatorily obtaining bids, using online bidding or reverse auction tool provided on GeM (excluding Automobiles where there is no ceiling limit).
- iv. The Government Buyers may ascertain the reasonableness of prices before placement of order using the Business Analytics (BA) tools available on GeM including the Last Purchase Price on GeM, Department's own Last Purchase Price etc.
- v. GFR rule 149 allows direct on-line purchases on GeM up to INR 25,000/- through any of the available suppliers on the GeM, meeting the requisite quality, specification and delivery period. However, this is subject to procuring authorities certifying the reasonability of rates. While making such direct on-line purchase below INR 25,000/-, the buyer should have approval of competent authority and should also record reasons for selecting the specific product in case lowest priced products are not being accepted / ordered.

General Terms and Conditions on GeM 4.0 (Version 1.6) dt 29th Dec 2022

- vi. Tools have been deployed on GeM portal to show the price of compared products on other e-commerce sites (wherever available) and also the rates at which orders have been placed on GeM for such items in recent past. While taking decision on reasonableness of price, the buyers may also take into account the discount over MRP; Last Purchase Price (LPP) on GeM, Department's own Last Purchase Price; rates on other e-commerce websites etc. The prices on e-commerce site give a broad idea and its terms and conditions may be different. If it is found that the price available on GeM marketplace is not reasonable or is substantially higher than e-commerce sites or LPP, the GeM Portal provides tools for online bidding or reverse auction which can be used by the Buyers to get better competitive rates and then satisfy themselves about reasonableness of the price as per GFR -2017 before placement of contract. Bidding should be considered as the preferred mode of procurement above INR 25,000/-.
- vii. In case of Direct Purchase, during carting period, rates for carted quantity, for that buyer, are frozen for carting period as notified from time to time on GeM against any upward revision by seller. However, advantage of any downward revision in the offer price of carted item shall be automatically provided to the buyer.
- viii. According to the provisions of Rule 149 (ii) of GFR, 2017, GeM shall be utilized by Government buyers for direct on-line purchases above INR 25,000/- and up to INR 5,00,000/- however such purchase has to be through the Seller having the lowest price (L-1) amongst the available Sellers on the GeM. In order to ensure that buyers select only L-1 available offer, the GeM portal enables buyer to first compare all the product options available on GeM to ensure that it meets its requirements/specifications. While comparing, care should be taken by the Buyer that comparison has to be done between products of at least three different Manufacturers / OEMs. For L-1 buying, comparison has to be made between products of at least three different OEMs, as per GFR. If Buyer wants to buy any specific OEM's product then he has to go for Proprietary Article Certificate (PAC) buying after obtaining necessary approvals of competent authorities for PAC buying as per GFR-2017, as amended from time to time or the Procurement Guidelines of the respective Organisation as the case may be.
- ix. **Proprietary Article Certificate (PAC) Buying:** While making procurement under PAC Buying on GeM, it is the responsibility of the Buyer to ensure that compliances with the conditions / rules as laid down

General Terms and Conditions on GeM 4.0 (Version 1.6)

dt 29th Dec 2022

under GFR, 2017, as amended from time to time or the Procurement Guidelines of the respective Organisation, as the case may be, is met before initiating procurement under PAC:

(a) In case a Govt. Buyer on GeM wants to make procurement on proprietary basis on the GeM Portal after obtaining the requisite approvals / PAC certificate from their competent authority as per Rule 166 of GFR-2017 or the Procurement Guidelines of the respective Organisation, as the case may be, the Buyer can use PAC filter provided on GeM for selecting a specific model/ make available from a particular GeM Seller. The Buyer should ensure before procuring the goods under PAC Buying that the Proprietary Article Certificate as per the conditions laid down in GFR or the Procurement Guidelines of the respective Organisation, as the case may be, is available with the Buyer. It is the responsibility of the Buyer to ensure compliance with GFR or the Procurement Guidelines of the respective Organisation while procuring goods on proprietary basis through the GeM Portal including ensuring the certificate to be in proper format as per GFR or the Procurement Guidelines of the respective Organisation, as the case may be.

(b) The Buyer should note that the Seller's price on the Portal is just their offer prices and the proper discovery of price generally happens through bidding/RA. Moreover, in PAC procurement irrespective of multiple listing by authorised sellers, the important issue of price control remaining with the OEM should not be overlooked. Therefore, in case of all the PAC procurements, the Buyers are advised to carry out extra due diligence in establishing the reasonableness of prices before placement of contract as per Para (vii) of Rule -149 of GFR-2017 or the Procurement Guidelines of the respective Organisation, as the case may be.

(c) Except for direct buying up to INR 25,000/- subject to establishing the reasonableness of price, the bidding is mandatory for procurements above INR 25,000/- as per GFR. As result of bidding, the response could be as under:

- i. Only OEM is available or only single authorised seller is available.
- ii. OEM as well as multiple authorised Sellers are available.

General Terms and Conditions on GeM 4.0 (Version 1.6)
dt 29th Dec 2022

iii. Multiple authorised Sellers of the OEM are available.

(d) After bidding, under PAC buying, the Buyer may take decision with the approval of the competent authority to process the procurement subject to establishing the reasonableness of prices before placement of contract as per Para (vii) of Rule - 149 of GFR-2017 or the Procurement Guidelines of the respective Organisation, as the case may be.

- x. In order to give flexibility to the buyers in sourcing their requirements through GeM, provision has been made in e-bid and RA modules for indicating delivery period in terms of “number of days from date of placement of contract”. While stipulating delivery period in their bid documents, Buyers are advised to be careful since un-realistic delivery period stipulations may result in elimination of some genuine sellers, lack of competition and may ultimately have impact on cost of procurement. While fixing delivery period in e-bid/ RA bid, buyers should not only take into consideration the quantity required and the essentiality of requirement of that quantity within stipulated time period but also the possible impact of shorter delivery period on competition in e-bidding / RA.
- xi. Splitting of demands by creating multiple Bids / RAs of same goods / services or making repeated procurements of same Goods / Services through L-1 buying as per rule 149(i) and 149(ii) of GFR-2017 are strictly prohibited on GeM. Splitting of demand deprives the organizations from achieving the best competitive prices leveraging economies of scale. It also implies avoiding the necessity of obtaining the sanction of higher authority required with reference to the estimated value of the total demand. It is a violation of Para Rule 149 (viii) of GFR -2017 and terms and conditions of GeM Portal and Buyer including the Primary Buyer shall be entirely responsible for the same. If any such splitting of demand is noticed, GeM shall have the right to take necessary action such as blocking of such Bids/RAs and / or cancelling such contracts.
- xii. GeM is a dynamic online marketplace. The product/service listings across the existing categories are dynamic. Moreover, new categories of products/services are continuously being added on GeM. In situations where there is only one offer available in a product/ service category and/or there is offer from only one Seller after filter based search, the buyer should not select such offer for buying. Efforts should be made by Buyer to get their past suppliers and prospective Sellers on-boarded on GeM so as to ensure

General Terms and Conditions on GeM 4.0 (Version 1.6) **dt 29th Dec 2022**

availability of sufficient Sellers on GeM. This however will not apply for PAC procurement.

xiii. e-Bidding and Reverse Auction (RA) on GeM

- (a) The e-Bidding / RA module of GeM is a tool provided to the Buyer(s) for organizing bidding / RA from GeM Sellers of the particular product category for a pre-defined requirement i.e. quantity, technical parameters for Goods/ Services of the particular product category required for one or more Buyers / Consignees.
- (b) Prior to initiating e-Bidding / RA, the Buyer shall judiciously search and shortlist item among the items offered on GeM using filters such as quantity, technical parameters, warranty period, consignee location(s) etc. as per the requirement. In case the search made using actual quantity required, fails to identify sufficient offers, the Buyer may use an indicative quantity for initial search and selection of product and quantity may be amended to match the actual requirement at the time of finalizing e-Bidding / RA.
- (c) The technical parameters and warranty of the item identified by the Buyer shall be base parameters of the item for conducting e- Bidding / RA for the required Goods/Services.
- (d) The e-Bidding / RA document will be finalized by the Buyer(s) by stipulating requirements such as Quantity, Consignee Details, Terms of Delivery, Delivery Period, Bid Security, Performance Security, Time & Date for Start and End of Bid Submission and for Opening of Bids and required Bid Validity period etc. GeM system shall decide Start / Reference Price and Step Value of Decrement in case of RA based on product selection and / or outcome of bidding process.
- (e) The e-Bidding / RA invitation / Notice shall be published on GEM, stipulating the last date for bid submission / opening of bids giving at least clear 10 days time after the publication. Any change in last date for bid submission will be intimated to eligible bidders through e-mail / GeM. The e-Bidding invitation shall be extended to all the registered Sellers on GeM who have Goods / Services for that particular category listed on GeM, at least 2 hours prior to closing time of e-Bidding / RA. The GeM normally requires 48 hrs for approval / rejection of the product / service offered by Sellers before it is listed on the portal. Considering these time lines, the Sellers are required to offer their Goods / Services on

General Terms and Conditions on GeM 4.0 (Version 1.6) **dt 29th Dec 2022**

GeM well in advance before bid closure. The decision of the Buyer/GeM regarding technical/commercial eligibility of the individual Seller to be invited for e-Bidding / RA shall be final.

- (f) The Seller participating in the e-bidding / RA may offer any one of their product(s) already listed on GeM. The bid submitted under e-Bidding / RA shall remain valid for 15 days (or as stipulated by the Buyer in the bid document) from the Bid Opening Date (till 24.00 Hrs IST). Bid Validity can be further extended with mutual consent between Buyer and Seller. The products offered in e-Bidding / RA cannot be withdrawn by the Sellers from GeM during the bid validity period. The Buyer reserves the right to postpone/cancel the e-bidding and intimation thereof will be sent by e-mail / GeM to the Bidders. Any amendment / corrigendum to the e-bid invitation issued by the Buyer will be made online and shall be uploaded on the GeM. The participation by the Seller in e-bidding shall be construed as his / her acceptance for all the Terms and Conditions as outlined in the e-bidding including GTC, STC and ATC. However, the Buyer shall have right to decide the technical and commercial acceptability of the individual bids based on eligibility criteria and compliances as stipulated in the bid document. The technical parameters shown in the bid are from a particular catalogue as selected by the buyer while applying initial filters in selection of the product. The sellers are free to bid for same, equivalent or superior specifications catalogue / products. In the public interest, buyers will evaluate such bids based on their requirements / end use and bid parameters and will accordingly technically accept or reject the bids on merits.
- (g) In bid documents, Buyers can incorporate suitable eligibility criteria and additional terms and conditions only using various filters and ATC module available in e-bidding / RA modules of GeM. Buyers are not allowed to incorporate eligibility criteria and / or additional / special terms and conditions exterior to the GeM portal by making reference to any other website / documents etc.
- (h) In case, two or more acceptable bidders are found to have quoted identical lowest bid price, Buyer has to conduct Reverse Auction for the required Goods among all technically qualified bidders in case of bids for Goods. In case of Services bids, if the multiple L-1 bidders have quoted the lowest allowed price for that service, Buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.

General Terms and Conditions on GeM 4.0 (Version 1.6)
dt 29th Dec 2022

- (i) The Buyer reserves the right to accept/reject any bid including the lowest bid received through e-bid and/or annul the e- bidding process.
- (j) The participating bidders shall not disclose details of their bids or other details of their e-bids to other bidders or indulge in any anti-competitive behaviour including price manipulation in violation of Competition Act, 2002.
- (k) The Buyer/GeM will not be held responsible for consequential damages such as no internet connection, no power supply, system problems, loss of electronic information, power interruption etc.
- (l) Against any bidding or RA conducted on GeM, if a bidder quotes Nil Charges/consideration, the bid shall be treated as non- responsive and will not be considered.
- (m) There shall be no Bid Security for Bids / RA having estimated value less than INR 5 lakh. For bids / RA having estimated value more than INR 5 Lakh, while finalizing e-Bid / RA, Buyer shall indicate the exact amount of Bid Security required to be submitted by bidders. Scanned copy of the same shall be uploaded by Seller in the online bid and hard copy of the same will have to be submitted directly to the Buyer within 5 working days of bid opening, failing which the bid may be treated as incomplete & may lead to rejection of the bid by buyer without making any reference to the seller.

GeM recommends quantum of Bid Security @ 1% of estimated value of procurement. The Buyer also has the option to select Bid Security between 0.5% to 5%. The same should be valid for 45 days beyond the bid validity. No interest shall be payable upon the Bid Security / EMD or any other amounts payable by the Seller to the Buyer under the Contract. Following categories of Sellers shall however, be exempted from furnishing Bid Security:

- i. Micro and Small Enterprises who are manufacturer of the Primary Product Category or Service Provider of the Primary Service Category and give specific confirmation to this effect at the time of bid submission and whose credentials are validated online through Udyam Registration / Udyog Aadhaar (as validated by Government from time to time) and through uploaded supporting documents.
- ii. Start-ups as recognized by Department of Industrial Policy and Promotion (DIPP).

General Terms and Conditions on GeM 4.0 (Version 1.6)
dt 29th Dec 2022

- iii. KVIC, ACASH, WDO, Coir Board, TRIFED and Kendriya Bhandar.
- iv. Sellers who have got their credentials verified through the process of Vendor Assessment by Vendor Assessment Agencies for the Primary Product / Primary Service for which Bid / RA has been invited.
- v. Sellers/ Service Provider having annual turnover of INR 500 Crore or more, at least in one of the past three completed financial year(s)
- vi. Micro and Small Enterprises registered with NSIC for the Primary Product Category whose credentials are validated through NSIC database and through uploaded supporting documents.
- vii. Micro and Small Enterprises registered with DIC for the Primary Product Category whose credentials are validated through DIC database and through uploaded supporting documents.
- viii. Sellers / Service Providers holding BIS License for the Primary Product Category whose credentials are validated through BIS database and through uploaded supporting documents.
- ix. Central / State PSUs.
- x. Seller / Service Provider registered with designated Agency / Authority as specified in the bid document by the Buyer – such bidder shall have to upload scanned copy of relevant registration document in place of Bid Security document while bidding.

Note: No EMD to be taken from exempt category of sellers even by way of specific clauses mentioned in ATC / STC by the Buyers. Such clauses which are against the GeM GTC, will be treated as null and void.

(n) Bid Security submitted by the bidder shall be forfeited, if the bidder:

- i. Withdraws or modify or impairs or derogates from the bid in any respect within the period of validity of its bid; or
- ii. If it comes to notice that the information / documents furnished in its bid is false, misleading or forged; or
- iii. Fails to furnish requisite performance security within stipulated time required as per e-bid / RA conditions.

(o) Notwithstanding above, GeM SPV / GeM Admin also reserve the right to debar such seller from GeM portal. Such debarment shall be for minimum 3 months initially on first such offence and on repeat offence,

General Terms and Conditions on GeM 4.0 (Version 1.6) **dt 29th Dec 2022**

the debarment period can be increased suitably by GeM SPV / GeM Admin. By submitting a bid on GeM, the Bidder explicitly undertakes to abide by the above clause.

- (p) Earnest money of unsuccessful bidders shall be returned within 15 days after the award of contract or expiry of bid validity, whichever is earlier. However, in case of two packet or two stage bidding, Bid securities of unsuccessful bidders during first stage i.e. technical evaluation should be returned within 15 days of declaration of result of first stage itself i.e. technical evaluation. Earnest money of successful bidder shall be returned within 15 days after receipt of Performance Security / e-PBG.
- (q) In case of RA, Start / Reference Price and Step Value of Decrement shall be indicated to the Bidders at the start of the auction. Any participating bidder can bid one or multiple Step Decrement lower than the prevailing Lowest Bid at that time.
- (r) The Bidder shall be able to view Bid Start Price, Bid Decrement Value, Prevailing Lowest Bid value and last Bid Placed by him. Whenever a lower price bid is received in the closing moment i.e. within 15 minutes of existing end time of Reverse Auction, the end time of reverse auction shall be extended automatically by another 15 minutes. All participant sellers of that RA shall be notified by the GeM system about extension of time through email and/or SMS and they shall be allowed to submit revised bid under the RA. The same process shall be repeated, if there is another lower bid received in the RA during last 15 minutes of RA.
- (s) GeM / Buyer shall not have any liability to bidders for any interruption or delay in access to the GeM site / Reverse Auction link etc, irrespective of the cause.
- (t) By creating a bid on GeM, the Buyer undertakes as under:

"I confirm that this tender document complies with the "Public Procurement (Preference to Make in India) Order, 2017, as amended from time to time" issued by DIPP and "Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012, as amended from time to time" issued by MoSME".
- (u) **Bid to RA:**

While creating bid on GeM, Buyer shall have the provision to select Bid to RA option. If this option is selected by the Buyer at the time of bid creation, Sellers would be required to submit their Technical and

General Terms and Conditions on GeM 4.0 (Version 1.6)

dt 29th Dec 2022

Commercial bids before bid closure. After completion of technical evaluation by the Buyer, Reverse Auction would be conducted as per Bid to RA qualification rule selected by the buyer, which have been stated below:

1) Bid to RA with 50% elimination rule:

Reverse Auction would be conducted amongst first 50% of the technically qualified bidders arranged in the order of prices from lowest to highest. Number of sellers eligible for participating in RA would be rounded off to next higher integer value if number of technically qualified bidders is odd (e.g. if 7 bids are technically qualified, then RA will be conducted amongst L-1 to L-4). In case number of technically qualified bidders are 2 or 3, RA will be between all without any elimination. If Buyer has chosen to split the bid amongst N sellers, then minimum N sellers would be taken to RA round. In case Primary products of only one OEM are left in contention for participation in RA based on lowest 50% bidders qualifying for RA, the number of sellers qualifying for RA would be increased to get at least products of one more OEM (directly participated or through its reseller) if available. Further, if bid(s) of any seller(s) eligible for MSE preference is / are coming within price band of 15% of Non MSE L-1 or if bid of any seller(s) eligible for Make in India preference is / are coming within price band of 20% of non MII L-1, then such MSE / Make in India seller shall also be allowed to participate in the RA process.

2) Bid to RA with H-1 elimination rule:

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 be allowed to participate in RA in following cases:

- (a) If number of technically qualified bidders are only 2 or 3.
- (b) If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.
- (c) In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.

General Terms and Conditions on GeM 4.0 (Version 1.6)

dt 29th Dec 2022

(d) 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.

(e) 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

After the RA process, the award of contract(s) shall be made by the buyer keeping in view the Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 and Public Procurement (Preference to Make-in-India) Order, 2017 as amended from time to time.

(v) In case any Seller / Service provider has been debarred in any particular Department / Organization, Buyers of that particular Department / Organization only shall have the right to disqualify such Sellers / Service providers at the time of technical evaluation of Bids during the period of debarment, subject to the condition that orders of such debarment has been taken with approval of Competent Authority of that Department / Organization and has been communicated to the concerned Seller / Service Provider before bid opening date.

(w) GeM is an end to end on-line procurement portal and not a tender publishing portal. GeM has detailed GTC, product / service specific STC and a rich ATC library in-built in the portal which can be used to create a comprehensive bid document. Based on the available terms and conditions, there is hardly any need to add any additional conditions to be attached with any GeM bid. However, for inclusion of some clause which is considered absolutely necessary for that particular bid for reasons to be explained in detail, a provision for inclusion of additional conditions in the bid through corrigendum is available in Request Management System. Only indispensable conditions that are not covered in and are not in conflict with GeM GTC, Product / Service STC and the standard ATC library, and which are in compliance with the Govt. orders on Public Procurement and are not restrictive and not against the core principals of transparency, fairness and efficiency enshrined in GeM, can be requested through RMS ATC request for making part of GeM bid through corrigendum. Each such request has to be made only after due approval of the Competent Authority in Buyer Organization confirming that the request has been made with the approval of the Competent Authority. Buyer organization shall be solely responsible for the impact of the requested clauses on the bidding process and its outcome. The clauses

General Terms and Conditions on GeM 4.0 (Version 1.6) **dt 29th Dec 2022**

which are already covered in standard ATC library available on GeM Portal, will not be allowed through RMS.

- (x) Determination of eligibility in case of products requiring BIS License: In case the bid requires availability of BIS License, bidder has to upload currently valid and operative BIS License copy (Valid on the date of bid opening) to be considered eligible. Submitted BIS License may be in the name of Bidder / OEM or in the name of the Manufacturer to whom the OEM has outsourced manufacturing of his brand of product. The name of the Brand of the offered product should be mentioned in the BIS License. BIS certificate issued under Compulsory registration Scheme for electronic products to OEM/Brand owners for the products marketed under their brand name wherein their products are manufactured at third-party manufacturing unit is valid and is allowed for participation in the bids floated on GeM. The Manufacturer's Authorization in all such cases wherein the manufacturing is done by a third party shall be issued by the Brand owner / OEM and not by the third-party manufacturing unit mentioned in the BIS certificate.
- (y) Bid Splitting: In case of critical / vital / safety / security nature of the item, and / or large quantity under procurement and / or urgent delivery requirements and / or inadequate vendor capacity, Buyer may decide to have more than one source of supply. In such cases Buyer may opt for Bid Splitting while creating the bid on GeM, clearly indicating the Bid Splitting ratio in which order will be split among L-1, L-2, L-3 etc as per ratio of splitting pre-disclosed in the bid. After technical and financial evaluation, before splitting the quantity, it should be ensured by the Buyer that the L1 price is reasonable. After deciding the acceptable reasonable price, L1 would be awarded contract for at least the first / highest percentage indicated in the bid splitting ratio. For the rest of the bid quantity, the L-1 rates / lowest accepted rate will be counter offered to the next higher quoting bidder(s) for price matching. On acceptance of the counter offer, the order will be placed on next higher quoting bidder(s) for the respective percentage. In case of non- acceptance of the counter offer by the next higher quoting bidder(s), a similar offer shall be made to L3 and L4, and so on. In case counter offered rates are not accepted for ratio of splitting quantity as per bid document by any of the subsequent bidders, the left over quantity will be divided between bidders who have accepted the rates in the ratio of their originally allocated quantities subject to their confirmation and after getting consent on mutually agreed delivery schedule for the additional quantity.

General Terms and Conditions on GeM 4.0 (Version 1.6) **dt 29th Dec 2022**

5. Contract(s):

Following documents shall be construed to be part of the contract generated through GeM:

- i. Scope of supply including price as enumerated in the Contract Document.
- ii. General Terms and Conditions (GTC).
- iii. Product / Service specific Special Terms and Conditions (STC).
- iv. Product / Track / Domain Specific STC of Particular Service including its SLA (Service Level Agreement)
- v. Bid / RA specific Additional Terms and Conditions (ATC).

The Terms and Conditions stipulated in STC & SLA will supersede those in GTC and Terms and Conditions stipulated in ATC will supersede those in GTC and STC in case of any conflicting provisions.

6. Prices:

- i. **Offer price on GeM portal:** The prices of the offered Goods or Services shall be firm and fixed at any point of time and shall be indicated in INR for each accounting unit. The Seller can choose to offer Goods or Services with uniform all inclusive unit price for deliveries at locations across India on All India basis or for specified locations selected at the time of product listing. As such, for supply of Goods contract, no additional charges such as local levies / transportation / loading unloading charges etc., shall be payable over and above the contract price. For selected freight intensive products, as notified on GeM, the Seller may quote unit price inclusive of GST with delivery charge(s) (including transportation, loading unloading and local levies) payable extra as defined in the relevant categories. In respect of items requiring installation and / or commissioning and other services (as indicated in technical details of the item), the charges for the same shall also be included in the offered price on GeM.

Once a Buyer carts a particular quantity of offered Goods / Service, during carting period as notified from time to time on GeM, rates for carted quantity, for that buyer, are frozen for the period as specified on the portal against any upward revision by seller. However, advantage of

General Terms and Conditions on GeM 4.0 (Version 1.6) dt 29th Dec 2022

any downward revision in the offer price of carted item shall be automatically provided to the buyer.

By offering their product and fulfilling the basic need of regular updating of the stock on GeM as stipulated on the portal, the Seller agrees for the acceptance of the order placed through the Direct purchase and L1 purchase without any need for any acceptance or confirmation. The seller commits to hold the price and offer as valid till the date seller itself removes the product offer from GeM or changes the price in compliance with online price change guidelines / rule engines applicable in that category. The action as deemed fit may be initiated for the declining of the such orders as incident policy of the GeM.

- ii. **Offer price in e-bidding:** Bidder is required to indicate offer price in the price schedule as provided in the bidding document. Complete breakup of price as required must be indicated. However, evaluation of the bid shall be on the basis of total all inclusive, landed price at consignee destination (unless otherwise specified in the ATC).
- iii. **Offer price in RA:** Bidder is required to indicate total offer price. Evaluation of the bid shall be on the basis of total all inclusive, landed price at consignee destination (unless otherwise specified in the ATC). Successful bidder shall have to provide complete breakup of the quoted price in the required price bid format before award of contract.
- iv. **Transaction / Annual Milestone Charge:** Sellers / Buyers will have to pay Transaction Charge and / or Annual Milestone Charge, wherever applicable, as per extant Revenue Policy of GeM.

7. Performance Security and Performance:

- i. There shall be no Performance security requirement for contracts:
 - a) Placed under Direct Purchase / L-1 Purchase Option under Para (i) and (ii) of GFR rule 149;
 - b) Placed through Bids / RA with estimated bid value up to INR 5 Lakh (incase of Goods contracts); and
 - c) Placed through Bids / RA with estimated bid value up to INR 5 Lakh (in case of Services contracts)

General Terms and Conditions on GeM 4.0 (Version 1.6) **dt 29th Dec 2022**

- ii. In case of contracts placed following e-Bidding / RA, Performance Security valid for 2 months beyond the date of completion of all contractual obligations including warrantee obligations, will be obtained from the successful Bidder, for ensuring due performance of the contract. GeM recommends quantum of Performance Security @ 2% of the value of contract. The Buyer also has the option to select Performance Security between 2% to 10%. While finalizing e- Bid / RA, Buyer shall indicate the percentage (%) of Performance Security required to be submitted by successful bidders. In case of any extension of contract obligation period, the seller shall be liable to suitably extend the validity of the Performance Security.

Such Performance Security must be submitted by Seller to the Buyer within 15 days of award of contract on GeM. The payments to the seller shall become due only after receipt of Performance Security by the Buyer and verification of its genuineness. No interest shall be payable upon the Performance Security / PBG or any other amounts payable by the Seller to the Buyer under the Contract.

If the Seller fails or neglects to observe or perform any of his obligations under the contract it shall be lawful for the Buyer to forfeit either in whole or in part, the Performance Security furnished by the Seller.

If the Seller duly performs and completes the contract in all respects the Buyer shall, refund the Performance Security, as the case may be, to the Seller within 30 days of completion of all contractual obligations by the Seller.

8. Duties & Taxes:

- i. Offer Prices on GeM shall be on all inclusive basis i.e. including all taxes, duties, local levies / transportation / loading-unloading charges etc. In the case of Bid / RA, complete break-up of the quoted price in the required price bid format shall furnished by the Bidder, before award of contract.
- ii. Any Statutory variation in the rate of GST, taking place between the Bid Submission by seller and Bid End Date, shall be to the Seller's account. Hence, Seller must ensure that any Statutory variation in the rate of GST till Bid End Date is duly incorporated in the bid submitted by the seller. In case seller fails

General Terms and Conditions on GeM 4.0 (Version 1.6)
dt 29th Dec 2022

to incorporate the same in bid, the seller will not be eligible for claiming any change in price due to such Statutory variation.

- iii. Statutory variation in the rate of GST, taking place between the Bid end date and the original / refixed delivery period, shall be to the Buyer's account. For claiming any change in price due to such Statutory variation, the seller shall have to lodge claim before the Buyer providing documentary evidence of change in rate of GST taking place after Bid end date and the date of supply within the original / refixed delivery period along with an undertaking that the provisions of anti-profiteering clause under GST Act have been complied with.

In respect of contracts awarded under Direct Purchase and L-1 purchase, Statutory variation taking place after date of award of contract shall only be admissible subject to submission of documentary evidence and anti profiteering compliance certificate to the Buyer. Changing Seller's offered price on GeM portal immediately after any such change in GST rates is sellers responsibility and in case of failure on part of seller, no increase shall be admissible for such changes taking place before award of contract under Direct Purchase and L-1 purchase.

- iv. No increase in price on account of statutory increase in the rate of GST taking place during the period of delivery period extension with liquidated Damages shall be admissible. Nevertheless, the Buyer shall be entitled to the benefit of any decrease in price on account of reduction in GST taking place during extended delivery period.
- v. The Bill Form / On-line invoice shall be generated by the Seller which may inter-alia include the following confirmations from the Seller:
 - a. Certified that the Goods and Services Tax (GST) charged on this Bill is not more than what is payable under the provision of the relevant Act or the Rules made there under.
 - b. Certified that the goods on which GST has been charged have not been exempted under the GST Act or the rules made there under and the charges on account of GST on these goods are correct under the provisions of that Act or the Rules made there under.
 - c. Certified that the Seller is registered with above indicated GSTIN as dealer in the State where in their Billing address is located for the purpose of GST.

General Terms and Conditions on GeM 4.0 (Version 1.6)
dt 29th Dec 2022

- d. The seller shall provide an undertaking that the provisions of anti-profiteering clause under GST Act have been complied with.
- vi. The on-line bill form / invoice generated on GeM is not a replacement for the GST invoice. The proper GST invoice as per requirements of GST rules shall be sent by the seller to the buyer / consignee directly along with the Goods / Services as and when deliveries are made to the consignee.
- vii. Seller shall comply with all the necessary statutory compliances, including but not limited to, GST registration in line with the extant provisions of GST Act, providing GST invoices or other documentation as per GST Law relating to the supply of Goods or Services, uploading the details of the invoices, payment of taxes, timely filing of valid statutory returns for the tax period in the GST portal, etc.

In case the Input Tax Credit of GST is denied or demand is recovered from Buyer on account of any act/ omission of the Seller in this regard, the Seller shall be liable in respect of all claims of tax, penalty and / or interest, loss, damages, costs, expenses and liability that may arise due to such non-compliance. Buyer shall have the right to recover such amount from any payments due to the Seller or from Performance Security, or any other legal recourse from the said Seller. If any tax is required to be paid by the Seller in pursuance of any demand from tax authorities, on account of Seller's suppression of facts, fraud or willful misstatement of facts while offering the products or submitting the bids, then the same shall not be passed on to Buyer through debit notes or Invoices or Supplementary Invoices and the seller shall be solely liable for payment of the same.

9. Integrity Pact:

All the Users in GeM i.e. Seller as well as Buyer agree not to indulge in any corrupt practices including without limitation any activity or action to influence the transaction on any aspect of contract and commit to take all measures necessary to prevent corruption maintaining complete transparency and fairness in all activities related to GeM. Users agree to follow and adhere with the Integrity Pact guidelines provided on GeM Portal.

General Terms and Conditions on GeM 4.0 (Version 1.6)
dt 29th Dec 2022

10. Guarantee and Warrantee:

- i. The Goods/Services supplied under the Contract(s) shall be in accordance with the contract specifications & quality and the Goods shall be brand new and have standard Guarantee/Warrantee for one year period from the date of final acceptance by the consignee unless otherwise specified in category specifications, specific Bid / RA. Seller, at the time of listing their product on GeM portal or offering their products against any Bid / RA, may accordingly provide longer Guarantee/Warrantee period (i.e. more than 1 year) and in such case, Guarantee/Warrantee period stipulation made in category specifications / Bid / RA document, shall prevail over standard Guarantee / Warrantee period of 1 year stipulated in these General Terms and Conditions.
- ii. Notwithstanding the fact that the Buyer or its Quality Assurance Officer may have inspected and/or approved / accepted the said Goods, it is further guaranteed that if during the said guarantee / warrantee period, the Goods be discovered not to conform to the requisite description and quality and/or not giving satisfactory performance or have deteriorated, and the decision of the Buyer in that behalf shall be final and binding on the Seller and the Buyer shall be entitled to call upon the Seller to rectify and/or replace the Goods or such portion thereof as is found to be defective by the Buyer within 7 days. Otherwise, the Seller shall pay to the Buyer such compensations that may arise by reasons of the warranty therein contained. In cases requiring Spares, the Seller guarantees that they will supply Spare Parts, if and when required on agreed basis for an agreed price for a minimum period of three years from the date of expiry of warrantee period (unless otherwise specified in STC / ATC). The agreed basis could be, including but without any limitation, an agreed discount on the published catalogue or an agreed percentage of profit on the landed cost. The aforesaid provisions made specifically for Goods, shall also be applicable for Services to the extent the same are practically possible.

11. Buyer / Consignee's Right of Rejection (Return Policy):

- i. The Goods delivered shall bear the self certified Manufacturer's/Seller's Warranty/Guaranty. Buyer / Consignee shall have the right to inspect the supplied Goods themselves and/or through their appointed agency at consignee's own cost, at Consignee's site(s) after receipt and accept or

General Terms and Conditions on GeM 4.0 (Version 1.6)

dt 29th Dec 2022

reject on proper justification any consignment of the Goods received within a period of 10 days (unless otherwise specified in STC or ATC) of receipt of consignment of goods. The date of receipt shall be reckoned from the date of receipt of the Goods as notified in the Provisional Receipt Certificate (PRC) which will be issued online by consignee immediately after receipt of Goods.

- ii. In case of Service contract, the Buyer reserves right to reject the same in conformance with the terms and conditions of the agreed Service Level Agreement (SLA). However, such right to reject services offered by the Seller under the contract shall be exercised by the Buyer within 10 days (unless otherwise specified in STC or ATC) of the date of receipt of the Service. The date & time of start and completion of the Service, shall be indicated by the Seller while raising on- line invoice for a specified period of Service as per Service Level Agreement (SLA). The date of such invoice or the date of completion of the service, whichever is later shall be reckoned as date of receipt of the Service.
- iii. On Acceptance / Part Acceptance or Rejection of Goods / Services, Consignee will issue an online 'Consignee's Receipt cum Acceptance Certificate' (CRAC), which will form the basis of Payments to the Seller.
- iv. No payment shall be made for rejected goods or services. After intimation of the rejection / part rejection by the Buyer/ Consignee, the Seller shall be liable to remove / lift back such rejected Goods within 10 days without any extra charge/cost to the Buyer / Consignee failing which suitable ground rent / warehousing charges would be payable by the Seller to the Buyer /Consignee. If the Seller fails to remove / lift back such rejected Goods within reasonable time period, the Buyer / Consignee shall have the right to dispose off such rejected goods at the risk and cost of the seller.

12. Payment Authority and Payment Terms:

Payments shall be made to the Seller in the manner below:

i. For Goods:

In case of goods, 100% payment will be released within ten (10) days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills unless otherwise specified in STC / ATC.

General Terms and Conditions on GeM 4.0 (Version 1.6)
dt 29th Dec 2022

ii. For Services:

In case of services, 100% payments on the basis of monthly (unless otherwise specified) bills will be paid within ten (10) days of issue of consignee receipt- cum- acceptance certificate (CRAC) and on-line submission of bills unless otherwise specified in STC / ATC.

13. Terms of Delivery:

All the Goods or Services in the GeM shall be offered on Free Delivery at Site basis including loading/unloading. In respect of items requiring installation, commissioning and other services in the scope of supply (as indicated in respective product category specification / STC / ATC), the cost of the same shall also be included in the offer price.

14. Delivery Period

Seller shall indicate the quantity which can be supplied over the specified time period(s). The Seller would offer these details, which would constitute the part of the awarded Contract(s) in the GeM and would make a binding Contract between the Seller & the Buyer. Any modification thereto shall be mutually agreed and incorporated in the Contract. This Delivery Period/Time shall be deemed to be essence of the Contract and delivery must be completed not later than such date(s).

15. Extension of Delivery Period and Liquidated Damages:

Buyer may, on the request of the Seller or otherwise, extend the delivery date suitably subject to the following conditions:

- i. The original Delivery Period may be re-fixed by the Buyer without any Liquidated damages subject to Force Majeure conditions mentioned below and also on the ground/reasons of delay attributable to the Buyer / Consignee.
- ii. For other cases, provided the price trend is not lower, the Delivery Period may be suitably extended for which an amount equal to the Liquidated Damages for the extended period(s) for delay in the supply of the Goods/Services after the expiry of contract delivery period /re-fixed delivery period, shall be recovered from the Seller as mentioned hereinafter

General Terms and Conditions on GeM 4.0 (Version 1.6)
dt 29th Dec 2022

for the extended period. No increase in price on any ground after the original/re-fixed delivery date shall be admissible during such extended period(s). Nevertheless, the Buyer shall be entitled to the benefit of any decrease in price on account of reduction in GST taking place during extended delivery period.

iii. **Liquidated Damages:** If the Seller/Service Provider fails to deliver any or all of the Goods/Services within the original/re-fixed delivery period(s) specified in the contract, the Buyer will be entitled to deduct/recover the Liquidated Damages for the delay, unless covered under Force Majeure conditions aforesaid, @ 0.5% of the contract value of delayed quantity per week or part of the week of delayed period as pre-estimated damages not exceeding 10% of the contract value of delayed quantity without any controversy/dispute of any sort whatsoever.

iv. **Force Majeure Conditions:**

If at any time during the continuance of the Contract, the performance in whole or in part by either party of any obligation under this Contract shall be prevented or delayed by the reasons of any war, hostility, acts of the public enemy, epidemics, civil commotion, sabotage, fires, floods, explosion, quarantine restrictions, strikes, lockouts or act of God (but not including negligence or wrongdoing, predictable/seasonal rain) provided notice of happening of such event duly evidenced with documents is given by one party to the other within 10 days from the date of occurrence thereof, neither party shall be by reasons of such event, be entitled to terminate the Contract nor shall either party have any claim for damages against the other in respect of such non-performance or the delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of the Buyer as to whether the deliveries have been so resumed or not, shall be final and conclusive, Provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 90 days, either party may at its option terminate the contract provided also that the Buyer shall be at liberty to take over from the Seller at a price to be fixed by Buyer, which shall be final, all unused, undamaged and accepted material, bought out components and Goods in course of manufacture in the possession of the Seller at the time of such termination or such portion thereof as the Buyer may deem fit excepting such materials, bought out components and Goods as the Seller may with the concurrence of the Buyer elect to retain.

General Terms and Conditions on GeM 4.0 (Version 1.6)
dt 29th Dec 2022

16. Dispute resolution between the buyer and the seller / service provider

16.1 Conciliation:

- i. The Parties (i.e., the Buyer and the Seller/ Service Provider) undertake that any conflict or dispute that may arise between them shall first be dealt with in the manner stated below, irrespective of any other recourse, which any Party may have in law or in equity.
- ii. In the event of any conflict or dispute arising out of or in connection with the Contract placed through GeM, the Parties shall endeavor to settle such disputes amicably. If a dispute is not resolved within 30 (thirty) days after a written notice of any dispute by one Party to the other, the same shall then be resolved through the mechanism of a Dispute Resolution Committee. This Dispute Resolution Committee shall comprise of representatives of both the Buyer and the Seller / Service Provider and shall be chaired by the Primary User of the Buyer organization/department or any other person as authorized by the Primary User. If the Dispute Resolution Committee is not able to resolve the matter within 30(thirty) days of its formation, the dispute shall then be referred to Arbitration.

16.2 Arbitration:

In the event of any conflict / dispute arising out of or in connection with the Contract placed through GeM, which has not been resolved in accordance with the procedure laid down in Clause 16.1 above, the aggrieved Party may invoke Arbitration by sending a written notice to the other Party. The procedure for appointment of the Arbitral Tribunal shall be as follows.

- i. In cases where the total value of the Contract is less than INR 1, 00, 00,000/- (Indian Rupees One Crore only) the same shall be referred to a sole arbitrator mutually appointed by both the Parties.
- ii. Where the total value of the Contract exceeds INR 1,00,00,000/- (Indian Rupees One Crore only), the arbitration shall be conducted by a quorum of three arbitrators. Each party shall be entitled to appoint an arbitrator and the two party-appointed arbitrators shall within 30 (thirty) days from their nomination, appoint a third arbitrator i.e., the Presiding Arbitrator.

General Terms and Conditions on GeM 4.0 (Version 1.6)
dt 29th Dec 2022

- iii. In case of failure to appoint the Presiding Arbitrator within a period of 30 (thirty) days from the date of nomination of the two arbitrators by the respective parties, the aggrieved party shall approach the High Court (under whose jurisdiction the principal place of business of the Buyer department/ organization is located) to appoint the Presiding Arbitrator as per the provisions of the Arbitration and Conciliation Act, 1996 (as amended up to date).
- iv. The arbitration shall be conducted in the English language. Arbitration proceedings can also be conducted online, as per the discretion of the Arbitral Tribunal.
- v. The cost of the Arbitration shall be equally borne by both the Parties.
- vi. The award of the arbitrator shall be final and binding on the Parties to the Contract. The arbitration shall be governed by the Arbitration and Conciliation Act, 1996, as amended up to date. The seat of arbitration shall be at the place where the principal place of business of the Buyer department / organization is located.
- vii. The Contract shall be interpreted and governed in all respects in accordance with the laws of India. All disputes in connection with or arising out of the Contract, shall be subject to the exclusive jurisdiction of the Court within the local limits of whose jurisdiction principal place of business of the Buyer department / organization is located.

16.3 Both the Parties understand and agree that GeM being an Intermediary cannot be made a party to any dispute in connection with or arising out of the Contract and/or the arbitration proceedings between the Parties

16.4 Where the arbitral award is for the payment of money, no interest shall be payable on whole or any part of the money for any period till the date on which the award is made.

17. Laws Governing the Contract:

- i. The contract shall be governed by the laws of India for the time being in force.

General Terms and Conditions on GeM 4.0 (Version 1.6)
dt 29th Dec 2022

- ii. Irrespective of the place of delivery, the place of performance or the place of payment under the contract, the contract shall be deemed to have been made at the registered address of the Buyer and / or Primary Buyer.
- iii. Jurisdiction of Courts: The courts of the place from where the contract has been made shall alone have jurisdiction to decide any dispute arising out of or in respect of the contract.
- iv. GeM SPV would not be a party to any such litigation.
- v. In case any Seller / Service provider makes GeM a party / respondent in any case involving any dispute between Buyer and Seller arising out of a concluded contract or arising out of bidding process initiated / concluded by the Buyer on GeM, it would be obligatory on the part of the Buyer to represent GeM also through their Counsel / Lawyer in the proceedings before the legal authority and ensure timely filing of replies / affidavits etc provided by GeM also through their Counsel / Lawyer before the concerned legal authority during the course of litigation. A standard reply on behalf of GeM, covering following aspects shall be incorporated in all replies / affidavits filed by the Buyer in such cases:

“Government e-Marketplace is a National Public Procurement Portal; an end-to-end online Marketplace for Central and State Government Ministries / Departments, Central & State Public Sector Undertakings (CPSUs & SPSUs), Autonomous institutions and Local bodies, for procurement of common use goods & services. Prima facie, the dispute in the present case appears to be between the Buyer and Seller arising out a contract placed / bid created by the Buyer on Government e-Marketplace. As per Clause 16, Clause 17 and Clause 22 of the General Terms and Conditions of Government e-Marketplace (duly accepted by the Buyer and Seller), GeM is not to be made a party to any dispute between the Buyer and the Seller. As such Government e-Marketplace is liable to be deleted from the array of parties.

In light of the above, we request your goodself to kindly delete Government e-Marketplace from the array of parties.”

18. Limitation of Liability:

Notwithstanding anything contained in this agreement, no party will be liable for any special, incidental or consequential damages arising out of or in connection with this agreement or any breach hereof (including for loss of data or profits, or cost of cover), whether or not such party has been advised of the possibility of such damages, and whether under a theory of contract, tort

General Terms and Conditions on GeM 4.0 (Version 1.6) **dt 29th Dec 2022**

(including negligence) or otherwise; except for liabilities arising out of any violation, misappropriation or infringement of a party's intellectual property rights, or from a breach by either party of its obligation. In no event will either party's aggregate liability arising out of or in connection with this agreement or any breach hereof (whether under a theory of contract, tort (including negligence), warranty or otherwise) exceed the Contract Price entered into the Contract between Buyer and Seller.

19. Termination for Default:

If the seller does not perform its obligations within the Delivery Period / Date mentioned in the Contract, the same would constitute the breach of the Contract and the Buyer shall have the right to Cancel or Withdraw the Contract for the unsupplied portion after the expiry of the original, extended or re-fixed delivery date or period stipulated in the Contract. Such cancellation of contract on account of non - performance by the Seller would entitle the Buyer to forfeit the performance security besides other actions such as downgrading the Seller's rating or debarment from the GeM for specified period as decided by GeM on merits.

20. Closure of Transaction:

After satisfactory completion of all the obligations under the Contract and release of payments for the goods / services, the transaction shall be treated as closed.

21. Grounds for Administrative Action

- i) Administrative actions may be taken by GeM against the Buyer or the Seller either suo-moto on the basis of the platform mechanisms identified through analytics or on the basis of a complaint or report made to GeM by any stakeholders or any third party information or upon Court order, inter -alia, for non-adherence to the GeM Website Policies including Terms and Conditions and the Incident Management Policy published on the GeM Website.
- ii) The Seller would be liable for administrative actions such as suspension / debarment / removal from GeM, if they fail to abide by any of the Website Policies including the terms & conditions stipulated in this document and/or on anyone or more of the following grounds:

General Terms and Conditions on GeM 4.0 (Version 1.6)
dt 29th Dec 2022

- (a) Listing the products/services not in the relevant categories and/or listing the same with vague/conflicting product specifications/details and irrelevant product photographs.
 - (b) Offering Goods / Services without having proper authorization
 - (c) Supplies goods of inferior/ substandard quality
 - (d) Supplies or offers to supply refurbished or counterfeit or fake products
 - (e) Withdraws or modify or impairs or derogates from the bid in any respect within the period of validity of its bid;
 - (f) Seller furnishes inaccurate, false, misleading or forged or fails to furnish any information / documents, within the prescribed time limits, to GeM or to a Buyer, including during e-Bidding/ RA process;
 - (g) Fails to furnish requisite performance security within stipulated time required as per e-bid / RA conditions;
 - (h) Fails to update GeM about any change in information furnished within the prescribed time limits;
 - (i) Executes services without conforming to requirement given in Service Level Agreement (SLA);
 - (j) Fails to execute an order/ contract or fail to execute it satisfactorily
 - (k) Is declared bankrupt or insolvent;
 - (l) Fails to produce the requisite documents/ information during the course of inspection / assessment at any stage;
 - (m) Performs any activity which is listed as prohibited activities on GeM.
 - (n) On any other ground for which, in the opinion of GeM, the retention of the seller or any of its offered product in GeM is not in Public Interest.
 - (o) The grounds mentioned above are illustrative only. Users are also advised to read the list of prohibited activities published on the website.
- iii) Notwithstanding anything contained in the GTC, GeM reserves the right to cancel or annul the registration of any Seller or remove any of the Good/Services listed by a Seller on the GeM Website to comply with any provision of the Applicable Laws and / or Court Orders.

General Terms and Conditions on GeM 4.0 (Version 1.6) **dt 29th Dec 2022**

- iv) GeM may take an administrative action in terms of the GeM Website Policies against a Buyer which may include reporting of any breach or misconduct to the Buyer Primary User and/or to the competent authority and GeM reserves the right to review the rating of such Buyer, and / or block Buyer's account for such time as considered appropriate by GeM.
- v) The Seller and the Buyer understands that the grounds for administrative action as provided under the Contract are only indicative and additional grounds may be provided under the GeM Website Policies including the Incident Management policy. The Seller/ Buyer warrants to abide by all additional grounds as may be specified by GeM in the GeM Website Policies from time to time.

22. Role of Government E- Marketplace - Gem SPV

Government e-Marketplace – GeM SPV is the owner of the GeM portal which monitors and supervises all the business transactions on the portal. The role and responsibilities of the company are as under:

- 22.1 To develop, operate and maintain technology driven e-marketplace, through a Managed Service Provider (MSP), to be used by government agencies for procurement of various goods and services in a transparent and efficient manner.
- 22.2 Overall supervision and monitoring of GeM portal operations, policy management, finalization and implementation of various business processes and work flows in adherence with the applicable law and executive orders issued from time to time . To provide tools for on-line Bidding, on-line Reverse Auction and Business Analytics Tools on GeM.
- 22.3 To work continuously for improvements in the Business Processes and Work Flows for various activities / functions on GeM based on feedback from various stakeholders to enhance transparency, efficiency, competitiveness, equality, economy in procurement of goods and services by government agencies.
- 22.4 To finalize General Terms and Conditions for sale and purchase of Goods and Services on GeM, Product / Service Specific Special Terms and Conditions, Special Terms and Conditions for Bunching of Goods / Services, Bid Specific Special Conditions, Project Specific Special Conditions etc.

General Terms and Conditions on GeM 4.0 (Version 1.6)
dt 29th Dec 2022

- 22.5 To finalize, upload and approve Technical Specification Frameworks for various item / service categories on GeM and to monitor conformity of offered products to the larger framework so finalized and uploaded.
- 22.6 To decide addition / deletion of any of the offered product(s)/Product category (ies) and their framework of technical parameters on GeM.
- 22.7 To work and co-ordinate with different Organizations/Departments / Agencies for integration of their Databases with the GeM portal on real time basis for the purpose of verification/authentication of data entries made by stakeholders.
- 22.8 To offer and manage Demand Aggregation services for identified categories across buyers with assured reasonability of price, recommending for placement of orders by individual buyers
- 22.9 To co-ordinate with MSP for conducting workshops for the various Stakeholders in capacity building and in change management associated with the implementation of technology enabled procurement process.
- 22.10 To monitor MSP that the Buyers, Sellers and Service Providers are being assisted properly by them to onboard their goods and services on the GeM platform.
- 22.11 To identify and offer services of 3rd parties for Vendor Assessment relating to technical, financial capacity, past experience of sellers including manufacturing / testing facilities / quality control arrangement(s) of manufacturing premises and/or any of the premises related to manufacturing process of products / services offered by the seller / service provider on GeM.
- 22.12 To identify and offer services of 3rd parties for testing and certifying the quality of the product offered/ supplied, through documents, test reports/ certificates, testing at any independent lab or through inspection/testing by its authorized representative/s at firm's premises or at user's premises, that buyer choose to use.
- 22.13 Overall monitoring and management of Call Centre/Help desk operations being provided by the MSP.
- 22.14 Removal / debarring the Sellers/Buyers and Goods / services in GeM.
- 22.15 Management of complaints and their redressal mechanism in GeM (not disputes related to concluded contracts).

General Terms and Conditions on GeM 4.0 (Version 1.6) **dt 29th Dec 2022**

- 22.16 To identify, integrate and manage MoUs with verifying, certifying and validating entities across government(s) and also professional agencies to reinforce the online paperless, contactless and cashless system on GeM.
- 22.17 To issue Notices, Circulars, News, Flashes, Updates etc in GeM
- 22.18 Reporting and MIS mechanism in GeM
- 22.19 Any other related activities in the GeM
- 22.20 In exceptional circumstances, for ensuring propriety of procurement processes or to obviate possible misuse of GeM functionalities, GeM SPV as GeM Admin may keep any Bidding / RA process on hold for some time as considered appropriate.
- 22.21 To take approved User Charges from Buyers and Sellers for the various transactions on the GeM portal as decided and notified on the GeM portal.

23. Miscellaneous Provisions

- 23.1 **Assignment:** Users understand and agree that the GTC, STC and ATC provisions, rights and obligations granted by GeM are non-transferrable or assignable by the User to any third party, without the prior written consent of GeM.

If same is permitted by GeM, all the conditions, rights and obligations of the GTC or any on-going STC/ATC shall also be binding upon such third party assignee besides the User.

- 23.2 **Indemnification:** The Seller shall at all time indemnify Buyer against all suits and claims which may be made in respect of the goods/services for infringement of any right protected by patent, registration of designs or trade mark. Provided always that in the event of any claim and suit in respect of alleged breach of patent, registered designs or trade-mark being made against the Buyer, the Buyer shall notify the Seller/ Service Provider of the same who shall at its own expense either settle any such dispute or conduct and litigation that may arise there from.

Buyers and Sellers agree to indemnify, defend and hold harmless GeM, its officials, Managed Service Provider (herein after individually and collectively referred to as "indemnified parties")

General Terms and Conditions on GeM 4.0 (Version 1.6) dt 29th Dec 2022

from and against any and all losses, liabilities, claims, suits, proceedings, penalties, interests, damages, demands, costs and expenses (including legal and other statutory fees and disbursements in connection therewith and interest chargeable thereon) asserted against or incurred by the indemnified parties that arise out of, result from, or in connection with

- 23.2.1 Breach of the contract(s); or
- 23.2.2 Any claims made by any third party due to, or arising out of, or in connection with, use of the Website; or
- 23.2.3 Any claim made by any third party regarding content/information or materials provided by Seller cause any damage to a third party; or arising out of, or in connection with, use of the Website.
- 23.2.4 Violation of any intellectual property rights or any other rights.

Once GeM notifies the Buyer/ Seller of such claims, they shall defend and indemnify GeM for the same. Further, in no case they shall compromise or settle any claim or admit any liability on the part of GeM without the express or prior written consent of GeM which can be withheld or denied or modified by GeM in its sole discretion or as per the Applicable Laws.

- 23.3 **Severability:** If due to any change in Applicable laws, certain part of the GTC or any applicable STC or any provisions of the GeM policies or portions thereof, becomes unenforceable, the remaining provisions shall continue in full force and effect so as to give effect to the intent of the parties.
- 23.4 **Website Terms and Policies Updation:** Buyers and Sellers are advised to check the website terms and conditions as well as policies such as Privacy Policy and the Website Disclaimer at all times, as GeM may update the Website and such terms from time to time.
- 23.5 **List of Prohibitive Activities (Suggestive and Non-Exhaustive):**

LIST OF PROHIBITIVE ACTIVITIES: The following is an indicative list of prohibitive activities which the Buyers and the Sellers registered on GeM platform shall not perform on the GeM platform. A breach of any of the prohibited activities shall give the right to GeM under the Applicable Laws or in terms of these GTC or the GeM Website Policies to take

General Terms and Conditions on GeM 4.0 (Version 1.6) **dt 29th Dec 2022**

administrative action which may include partial or permanent disabling of account on GeM Website, debarment etc. Additionally, GeM may remove any non-compliant information and reserves the right to preserve and share with the appropriate authority such information and associated records for investigation purposes. The Buyer and the Seller understand that this list is only indicative and additional activities may be prohibited under the GeM Website Policies. The Buyers and the Sellers shall undertake to provide their full support that may be required by GeM for removal and disabling of the non compliant information. The prohibited activities include:

- (i) Indulging in cyber crime or other criminal activities which can become a threat to GeM, GeM Website, to the Government of India or to any State Government or Government Agency.
- (ii) Advertising, exhibiting, representing, publishing, pronouncing, listing, delivering, offering to sell or selling any kind of Goods/Services which can cause any kind of infringement or disparagement of intellectual property rights.
- (iii) Selling refurbished, counterfeit and/or fake Goods / Services under a brand or misusing others brand name.
- (iv) Offering to sell or selling above the MRP any Goods or misrepresenting the MRP.
- (v) Delivering some other Goods or Services instead of the Goods or Services Contracted for or delivering empty parcels or used Goods in breach of the terms of the Contract.
- (vi) Offering to sell or selling freebies which are 'Not for sale' Goods.
- (vii) Listing of the Goods on GeM Website without authorization to sell Goods manufactured by the OEM in open market or without proper authorisation, if any required, for providing the Service.
- (viii) Listing of the Goods or Services is done on GeM Website without guarantee/warranty or without a genuine guarantee/warranty.
- (ix) Listing of the Goods or Services in irrelevant or inappropriate categories or with vague or conflicting specifications or description (including descriptive or pictorial description).
- (x) The Buyer /Seller registering on GeM and/or offering or buying the Goods and/or Services and/or participating in e-bidding/reverse auction on GeM, without the requisite authorization to enter into contract on behalf of the concerned legal entity. Failing which such

General Terms and Conditions on GeM 4.0 (Version 1.6) **dt 29th Dec 2022**

individual(s) shall be individually liable for its actions and also for any liability arising out of such actions.

- (xi) If any Seller has been debarred from GeM then such Seller or their authorized sellers shall also not be permitted to register and offer/sell their products on GeM and / or participate in Bids / RA on GeM.
- (xii) Using GeM prices for making procurement outside GeM Portal.
- (xiii) Splitting of demands by creating multiple Bids/RAs of same goods / services or making repeated procurements of same goods/services through Direct Purchase / L-1 buying as per rule 149(i) and 9(ii) of GFR- 2017.
- (xiv) Uploading goods / services containing information that —
 - (a) belongs to another person and to which the user does not have any right to;
 - (b) is grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic, paedophilic, libellous, invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatever;
 - (c) harm minors in any way;
 - (d) infringes any patent, trademark, copyright or other proprietary rights;
 - (e) violates any law for the time being in force;
 - (f) deceives or misleads the addressee about the origin of such messages or communicates any information which is grossly offensive or menacing in nature;
 - (g) impersonate another person;
 - (h) contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource;
- (xv) threatens the unity, integrity, defence, security or sovereignty of India, friendly relations with foreign states, or public order or causes incitement to the commission of any cognizable offence or prevents investigation of any offence or is insulting any other nation.

General Terms and Conditions on GeM 4.0 (Version 1.6) **dt 29th Dec 2022**

- (xvi) Achieving or trying to achieve illegal access to features on GeM Website not specifically authorised or exceeding the scope of authorized access to or other features of the GeM Website;
- (xvii) Obstructing or causing GeM to lose (in whole or in part) the services provided by any internet service provider ("ISPs") or carrying out any cyber security incident;
- (xviii) Sending unsolicited emails, bulk messaging, auto messaging, junk email, spam and like.

24. Incident management Policy on GeM:

GeM is a trust based system and self- declaration is the key, along with a strong automated process to penalize any deviant behaviour on part of Sellers / Buyers. For this purpose, deviations from the terms and conditions of procurement on GeM, including general terms and conditions, special and additional terms and conditions and any other relevant Government rules and guidelines, are termed as “deviation”. A deviation can occur while listing the products on GeM, at pre- contract stage, during bidding or at post contract stage on GeM. The mechanism for reporting and initiating action on such deviation has been detailed in the Incident Management Policy available on GeM portal under Resources. All stakeholders of GeM shall be bound by the actions as detailed in the Incident Management Policy.

All administrative actions under this Incident management Policy, taken by GeM against any of the stakeholders shall not cause any limitation on the legal and/or contractual remedies including any financial recoveries, available to Buyers/Sellers under the Terms and Conditions of contract and/or GeM policies. In case the Buyer / Seller choose to pursue any of these remedies, GeM shall not be made party to such proceedings / remedial actions taken by Buyer/Seller under the contractual provisions.

If any individual has registered multiple proprietorship concerns as separate seller entities on GeM under different business names (with same PAN), all such Seller entities would be equally impacted by the action taken against any one of such entities for his default / deviation under incident management policy.

All the allied firms, as per definition of DOE’s OM number F.1/20/2018-PPD dated 02/Nov/2021, will be equally impacted by the action taken

General Terms and Conditions on GeM 4.0 (Version 1.6)

dt 29th Dec 2022

against any one of such entities for the default / deviation under Incident Management Policy.

Following is the definition of allied firms:

All concerns which come within the sphere of effective influence of the debarred firms shall be treated as allied firms. In determining this, the following factors may be taken into consideration:

- a. Whether the management is common.
- b. Majority interest in the management is held by the partners or directors of banned/
suspended firm.
- c. Substantial or majority shares are owned by the banned/ suspended firm and by virtue of this it has a controlling voice.
- d. Directly or indirectly controls or is controlled by or is under common control with another bidder.
- e. All successor firms will also be considered as allied firms.

25. Use of Aadhaar Number in GeM:

Purpose of the Aadhaar authentication in GeM is to identify the user using eKYC. GeM has provisioned the option for Sellers and Buyers to provide virtual Aadhaar ID instead Aadhaar number. GeM receives First Name, Last Name, Mobile Number, Email ID, DOB and Gender details. It is used to link the mobile number with the user who is registering on GeM; on which subsequently OTP is sent for achieving the property of non-repudiation in different artefacts / documents generated on GeM. GeM has provisioned an alternative Identity Information option through PAN based verification to Sellers.

26. Compliance of Restrictions under Rule 144 (xi) of GFR 2017:

Restrictions on procurement from a bidder of a country which shares a land border with India

- I. 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.

General Terms and Conditions on GeM 4.0 (Version 1.6)
dt 29th Dec 2022

- II. "Bidder" (Seller / Service Provider) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- III. "Bidder from a country which shares a land border with India" for the purpose of this Order means: -
- a. An entity incorporated, established, or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established, or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established, or registered in such a country; or
 - d. An entity whose beneficial owner is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- IV. The beneficial owner for the purpose of (iii) above will be as under:
- 1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means. Explanation—
 - a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;
 - b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
 - 2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

General Terms and Conditions on GeM 4.0 (Version 1.6)
dt 29th Dec 2022

3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

VI. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

Any false declaration and non-compliance of the above would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

27: Caution Money Deposit:

- (i) All sellers on GeM are required to deposit a one-time amount as under as caution money:
 1. Seller Turnover less than 1 Crore: INR 5,000/-
 2. Seller Turn over > 1 Crore but < 10 Crore: INR 10,000/-
 3. Seller Turn over > 10 Crore: INR 25,000/-
- (ii) The above caution money shall remain at the disposal of GeM SPV. This can be forfeited in part or in full (as per approval of CEO (GeM)) in following circumstances:

General Terms and Conditions on GeM 4.0 (Version 1.6) **dt 29th Dec 2022**

- (a) Failure of the seller in executing any GeM contract or if the Seller fails or neglects to observe or perform any of his obligations under the contract (applicable only in respect of contracts that did not have provision of Performance Security).
 - (b) Withdraws any bid submitted on GeM within the period of validity of the bid.
 - (c) Fails to furnish requisite performance security as per GeM e-bid / RA conditions.
- (iii) In case the Caution Money of any seller is forfeited in full or part and his caution money deposit goes below the threshold indicated in para 1 above, the seller account shall be put on hold till the seller re-coups the caution Money account to required value. Seller's stock will become zero for all categories and seller will not be allowed to update anything till the caution money is topped up to minimum required amount.
- (iv) Forfeiture of caution money as per above shall be over and above any other actions taken against such sellers as per GeM Incident Management Policy and shall be without any prejudice to the rights and remedies available to GeM and / or Buyer as per provisions of the relevant contracts.

28: CMS 3.0 and OEM - Reseller responsibility matrix:

GeM has implemented enhanced Catalogue Management System (CMS 3.0) on GeM Portal. The Primary Objective of CMS 3.0 is to offer higher level of ownership & accountability to OEMs & its approved Resellers while maintaining Efficiency, Transparency & Inclusiveness of GeM. Complete and detailed Obligations and Privileges matrix of the different stakeholders in different quadrants is given in CMS document available on GeM Portal and OEMs and Resellers are bound to operate on GeM in compliance with the CMS document as updated from time to time.

- 1. CMS Quadrant 1 (CMS Q1):** Product offers in categories under Q1 will be solely offered by GeM validated OEMs. OEM shall be exclusively responsible for maintaining currency and sanity of catalogue and its offer in the Market Place. OEM shall be absolutely and exclusively responsible and be legally liable for sanity and quality of offers including Warranty and After Sales Service obligations.

General Terms and Conditions on GeM 4.0 (Version 1.6)

dt 29th Dec 2022

2. CMS Quadrant 2 (CMS Q2): OEMs as well as pre-Authorized Resellers can offer products in Q2. OEMs shall operate Market Place subject to providing its complete list of Open market authorized sellers along with formal commitment to list and maintain all appropriate and current Product Catalogue for pairing by its Resellers. OEM shall be absolutely and exclusively responsible and be legally liable for sanity and quality of catalogues including Warranty and After Sales Service obligations. Authorize Resellers shall be responsible for Pairing their offer with the already existing Product Catalogue created by the OEM. However, resellers can Update their Offer Price, Stock and Delivery Locations solely at their own discretion and shall be solely responsible for the same.

3. CMS Quadrant 3 (CMS Q3): Catalogue creation in categories under Q3 can be from OEMs and/or their Resellers concurrently. In case OEM has not created Product Catalogue, Resellers of OEMs are also permitted to do the same. However, OEM can manage resellers and catalogues (when registered on GeM and taken OEM Dashboard). Further, OEM shall be responsible for the following:

- Maintain the Catalogue by adding / updating the Products / Services, Specifications, MRP & Offers specific to Product / Service
- Provide list of all its resellers and shall respond as per Service Level commitments to queries relating to Product Specifications / Services and / or verification of a Reseller, failing which they shall own responsibility of all and every fall out, by any act of such Resellers and / or offer of an insane catalogue.
- Validating & verifying the Catalogue uploaded by Reseller
- Assume all responsibility and legal liability for sanity and quality of offers including Warranty and After Sales Service obligations

However, resellers can update their Offer Price, Stock and Delivery Locations solely at their own discretion and shall be solely responsible for the same.

4. CMS Quadrant 4 (CMS Q4): Catalogue creation in categories under Q4 can be done by OEMs as well as by any Reseller also. However, OEM (when registered on GeM and taken OEM Dashboard) shall be responsible for Validating & verifying the Catalogue uploaded by

General Terms and Conditions on GeM 4.0 (Version 1.6) **dt 29th Dec 2022**

Reseller, Maintaining the Catalogue by adding/updating the Specifications, MRP etc. specific to catalogue. However, there is no requirement of any endorsement or authorization of the reseller by the OEM. Resellers can Update their Offer Price, Stock and Delivery Locations solely at their own discretion and shall be solely responsible for the same. Reseller will also be responsible for providing Replacement Warranty in case of Q4 products and Buyer shall not be required to take up with OEM for any warranty claims.

- 5. CMS (Special Category):** The Special Category is a specialized segment outside the four quadrants for select few categories that require a customized behavior such as Self-Help Groups (SHG) categories.

In Q3 and Q4, in case of re-sellers, if the reseller has not been approved as an authorized re-seller by the OEM on GeM, the re-seller is required to give an undertaking as under while uploading the product, while accepting any order and while participating in any bid:

“I hereby undertake that I have made arrangements for getting the stores from authorized distributor / dealer / channel partner of the OEM of the offered product. At the time of delivery of goods, I will provide necessary chain documents to prove that the supplied goods are genuine and are being sourced from authorized distributor / dealer / channel partner of the OEM. In case of any complaint from the Buyer / Consignee about genuineness of the supplied products, I shall be responsible for providing genuine replacement supplies.”

By uploading any product on GeM or accepting any order on GeM or by participating in any bid on GeM, the re-seller is deemed to have given above undertaking and is liable for compliance of the same.

Further in view of the on-line verification of Seller credentials by the OEM on GeM platform, there is no need for Buyer to ask for or insist on furnishing of OEM authorization in bids in respect of “OEM verified Catalogue” offered by "OEM Verified Reseller". OEM authorization is also not required to be sought and checked by Buyers in case of bids for products in Q1 or Q2.

General Terms and Conditions on GeM 4.0 (Version 1.6)
dt 29th Dec 2022

29: One Bid per Bidder

A Bidder shall submit only one bid in a particular bidding process (unless otherwise allowed in the bid STC / ATC conditions). In case of a holding company having more than one independent manufacturing units or more than one unit having common business ownership / management, only one unit should quote. Similar restrictions shall apply to closely related sister companies. Bidder's sister/ Associated/ Allied concern(s) participating or applying against the same tender, shall lead to disqualification of Bidders. Sister/ Associated/ Allied concern means a company, society, partnership firm or proprietorship firm having one or more common persons as Director/ Partner/ Member/ Owner. A Bidder who submits more than one bid will cause all the proposals submitted in the particular bid to be disqualified. In relation to the above, a person will include firm(s) of Proprietorship / Partnership Firm / Limited Liability Partnership / Private Limited / Limited company / Society registered under Society's Act / Statutory Bodies / any other legal entity, as the case maybe, & will be deemed to have submitted multiple bids in a particular bid if a person bids in any of the two formats given below:

- i. individual or proprietorship format and/or
- ii. a partnership or association of persons format and/or
- iii. a company format

Whereby,

- A company shall for this purpose include any artificial person whether constituted under the Indian laws or of any other country.
- A person shall be deemed to have bid in a partnership format or in association of persons format if he is a partner of the firm which has submitted the bid or is a member of any association of persons which has submitted a bid.
- A person shall be deemed to have bid in a company format if the person holds:
 - i. more than 10% (ten percent) of the voting share capital of the company which has submitted a bid, or
 - ii. is a director and / or Key Managerial Personnel of the company which has submitted a bid, or
 - iii. holds more than 10% (ten percent) of voting share capital in and/or is a director and / or Key Managerial Personnel of a holding company of that company which has submitted the bid.

General Terms and Conditions on GeM 4.0 (Version 1.6) **dt 29th Dec 2022**

By making a bid pursuant to the Tender Documents, the bidder / tenderer shall be deemed to have declared that the bidder / tenderer has not made any other bid or multiple bids as understood or deemed in terms of this clause.

All the bids of a bidder who has submitted multiple bids, as per the clause, shall be rejected and Bid Security for all such bids shall be forfeited, not by way of penalty or liquidated damages but by way of reimbursement of the pre-estimated costs likely to be incurred by the buyer towards bidding process and in the scrutiny & evaluation of bids.

In addition to the above, bidders found to be in contravention to the said clause will be liable for administrative actions.

30: Push Button Procurement (PBP)

In line with Department of Expenditure OM No. F.6/7/2022-PPD dated 6th September, 2022, "Push Button Procurement (PBP)" for small value procurements will be available on GeM with the following conditions:

- a. PBP will be made only through bidding (PBP through Direct Purchase, L-1, Custom bid, etc. are not permitted).
- b. The total procurement value of the specific case is not to exceed INR 1,00,000 /- (inclusive of all taxes).
- c. PBP will be additional method of procurement and procuring entities are free to use or not to use this additional method of procurement.
- d. PBP method can be used only in case at least five bids are received. In case of less than five bids are received, the procurement is to restart using usual procurement method.
- e. Buyer is to ensure that no splitting of requirement is being done so as to bring procurement under PBP method.
- f. Once PBP bid is invited, contract will be placed directly without any human intervention (provided condition (d) above is complied).
- g. PBP will be permitted only for such categories, where at least ten sources are listed.

Push button procurement process is very simple and user friendly and mostly automated.

General Terms and Conditions on GeM 4.0 (Version 1.6)
dt 29th Dec 2022

A) Buyer PB procurement:

- i. Buyer will select a product from marketplace, do 3 OEM comparison etc. just as they do in any normal L-1 purchase.
- ii. Thereafter instead of directly placing order on the L-1, the buyer will create a Push Button Procurement Notice by selecting the L-1 product which is otherwise eligible for L-1 purchase.
- iii. Clicking on “Create PBP Notice” will give an option to Buyer to decrease the quantity and delivery period at consignee level. This is enabled for Buyers to seek quotations for lower delivery periods and quantity lower than Minimum Order Quantity (MOQ) otherwise offered by the sellers in marketplace.
- iv. Per unit L-1 price will be set as ceiling price for that PBP Notice.

B) PBP Notice content and validations:

- i. The PBP Notice will contain all biddable specification parameters as per GeM category definition [excluding the text input parameters] of the product chosen by Buyer, Consignee-wise Quantity and Consignee-wise Delivery Period.
- ii. Bunching of items is not allowed in PBP Notices.
- iii. The estimated all-inclusive bid value should be less than or equal to Rs 1,00,000 based on the system identified L-1 price estimation for the quantity to be procured.
- iv. PBP Notice will include ONLY GeM GTC and category specific Special Terms and Conditions (STC), integrity pact, land border sharing countries declaration etc. Buyer is not allowed to push any new specification parameter or any Additional T&C.
- v. PBP Notice have participation time of 3 days and offer validity of 10 days

General Terms and Conditions on GeM 4.0 (Version 1.6)
dt 29th Dec 2022

C) Seller participation:

- i. PBP notices is published on GeM portal under a separate tab for anyone to see.
- ii. All sellers/service providers can view the PBP Notices created for their category in their dashboard.
- iii. By participating in PBP, Sellers unconditionally accept the GTC and STC, integrity pact, price declaration and other conditions part of the PBP Notice floated before participation.
- iv. Sellers will offer their matching product and price against the PBP Notice by clicking on “Offer Price” and submission of price and compliance of T&C. This offer price will be applicable only for that PBP Notice.
- v. Seller/Service Provider can participate in a PBP Process only once and there is no option to withdraw.
- vi. PBP participation will be without EMD and against Bid Securing Declaration only.
- vii. Per unit price to be entered by the seller will have to be less than the L-1 price set as ceiling price in PBP Notice.

D) Procurement Decision:

- i. System/Buyer will open offers after PBP end date and time.
- ii. System will check if offers are received from at least 5 sellers offering products of at least three different OEMS and total L1 value is less than or equal to 1,00,000.
- iii. Buyer will not get any access to see list of participating bidders or Seller details.
- iv. If all conditions as defined above are satisfied, system will automatically prompt Buyer to create order on L1 by providing

General Terms and Conditions on GeM 4.0 (Version 1.6)
dt 29th Dec 2022

details related to financial approval, paying authority and payment mode etc. as applicable to buyer.

- v. In case of multiple L1 System would place order on seller with maximum Seller Rating on GeM
- vi. If adequate number of offers are not received or total L1 value is more than 1,00,000 system will cancel the PBP Notice. A message will be displayed to the buyer stating - Due to insufficient participation in the PBP, you cannot create an order against this PBP. You may go ahead and procure L1 in marketplace through L-1 Purchase after Comparing and verifying price reasonableness or create a regular bid / RA to get better response
- vii. System will not allow same buyer to use PBP to BUY SAME ITEM in case of failure of the PBP for next 30 days.
- viii. System generated contract will have complete specification of the product offered by seller, Consignee-wise Quantity, Consignee-wise Delivery Period and GeM GTC and category specific STC etc.

*******END OF DOCUMENT*******