



Bharat Heavy Electricals Limited
(A Govt. of India Undertaking)
Piping Centre, 80, G. N. Chetty Road, CHENNAI – 600 017

REF: GEM/2021/B/1458267

DT: 25.08.2021

Sub: Request For Quotation (RFQ) for supply of Fasteners (B7, Commercial Grade & SS) to NPCIL Kudankulam Project Requirement - Reg.

Ref: Bid Number GEM/2021/B/1458267 dt 25.08.2021

BHEL/Piping Centre invites RFQ's for supply of Fasteners (B7, Commercial Grade & SS) to NPCIL Kudankulam Project Requirement. The offers should be submitted in the Government e-procurement portal (<https://gem.gov.in/>). The offer will be opened at **16.30 hrs** on the **due date 04.09.2021**.

Please find the bid document and the general terms and conditions for the GeM enquiry. Relevant drawings and technical delivery conditions are available along with specification.

This is only a request for quotation and not an order.

Interested bidders may take a note of the same and provide your quotation in GeM.

Ms. Poongkodi.V
Deputy Manager / Purchase
BHEL, Piping Centre
80, G.N.Road, T.Nagar, Chennai –600 017
Phone – 044-28161965
Email: poongkodi@bhel.in

For any clarifications on the Enquiry you may also contact

Mr. Venkataraman E, DGM / Purchase, Phone – 044-28161325, Email: vram@bhel.in

Ms. Priya Balaji, SDGM / Purchase, Phone – 044-28161244, Email: pb@bhel.in

Bid Document

Bid Details	
Bid End Date/Time	04-09-2021 16:00:00
Bid Opening Date/Time	04-09-2021 16:30:00
Bid Life Cycle (From Publish Date)	90 (Days)
Bid Offer Validity (From End Date)	80 (Days)
Ministry/State Name	Ministry Of Heavy Industries And Public Enterprises
Department Name	Department Of Heavy Industry
Organisation Name	Bharat Heavy Electricals Limited (bhel)
Office Name	10410005-pc Chennai
Total Quantity	27288
Item Category	FT STUD M30X3.5; L= 160 , FT STUD M27X3; L= 170 , FT STUD-M20x140 -B7 , HEX NUT M30X3.5 , HEX NUT M27X3 , NUT -M20 -2H , STUD(FT) M16X2(L= 120) SS SA193GRB8 , HEX NUT M16X2(SS) SA194GR8
Minimum Average Annual Turnover of the Bidder	2 Lakh (s)
Years of Past Experience required	3 Year (s)
MSE Exemption for Years of Experience and Turnover	No
Startup Exemption for Years of Experience and Turnover	No
Document required from seller	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),Compliance of BoQ specification and supporting document *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Bid to RA enabled	Yes
RA Qualification Rule	50% Lowest Priced Technically Qualified Bidders
Primary product category	HEX NUT M16X2(SS) SA194GR8
Time allowed for Technical Clarifications during technical evaluation	2 Days
Estimated Bid Value	1775064
Evaluation Method	Group wise evaluation

EMD Detail

Required	No
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ePBG Detail

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

Splitting

Bid splitting not applied.

MII Purchase Preference

MII Purchase Preference	Yes
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MSE Purchase Preference

MSE Purchase Preference	Yes
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1. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
2. Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OEM {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU / Public Listed Company for number of Financial years as indicated above in the bid document before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the Financial year. In case of bunch bids, the category of primary product having highest value should meet this criterion.
3. Preference to Make In India products (For bids < 200 Crore):Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate .In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.
4. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15%

(Selected by Buyer)of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for 25%(selected by Buyer) percentage of total QUANTITY.

5. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

6. 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.

Evaluation Method (Group Wise Evaluation Method)

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

Evaluation Schedules	Estimated Value	Item/Category	Consignee/Reporting Officer	Consignee Address	Quantity
Schedule 1	1108176	Ft Stud M30x3.5; L= 160	Billa Kumar Gangaraju	Ward 55, BHEL Trichy Stores, Tiruchirappalli - 620014. 620014	4160
		Ft Stud M27x3; L= 170	Billa Kumar Gangaraju	Ward 55, BHEL Trichy Stores, Tiruchirappalli - 620014. 620014	3744
		Ft Stud-m20x140 - b7	Billa Kumar Gangaraju	Ward 55, BHEL Trichy Stores, Tiruchirappalli - 620014. 620014	912
Schedule 2	583168	Hex Nut M30x3.5	Billa Kumar Gangaraju	Ward 55, BHEL Trichy Stores, Tiruchirappalli - 620014. 620014	8320
		Hex Nut M27x3	Billa Kumar Gangaraju	Ward 55, BHEL Trichy Stores, Tiruchirappalli - 620014. 620014	7488
		Nut -m20 -2h	Billa Kumar Gangaraju	Ward 55, BHEL Trichy Stores, Tiruchirappalli - 620014. 620014	1824
Schedule 3	83720	Stud(ft) M16x2(l= 120) Ss Sa193grb8	Billa Kumar Gangaraju	Ward 55, BHEL Trichy Stores, Tiruchirappalli - 620014. 620014	280
		Hex Nut M16x2(ss) Sa194gr8	Billa Kumar Gangaraju	Ward 55, BHEL Trichy Stores, Tiruchirappalli - 620014. 620014	560

FT STUD M30X3.5; L= 160 (4160 pieces)

(Minimum 50% Local content required for MII compliance)

Brand Type	Unbranded
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Technical Specifications

Buyer Specification Document	Download
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Additional Specification Documents

DrawingDocument1	View
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Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Billa Kumar Gangaraju	620014, Ward 55, BHEL Trichy Stores, Tiruchirappalli - 620014.	4160	120

FT STUD M27X3; L= 170 (3744 pieces)

(Minimum 50% Local content required for MII compliance)

Brand Type	Unbranded
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Technical Specifications

Buyer Specification Document	Download
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Additional Specification Documents

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Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Billa Kumar Gangaraju	620014, Ward 55, BHEL Trichy Stores, Tiruchirappalli - 620014.	3744	120

FT STUD-M20x140 -B7 (912 pieces)

(Minimum 50% Local content required for MII compliance)

Brand Type	Unbranded
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Technical Specifications

Buyer Specification Document	Download
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Additional Specification Documents

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Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Billa Kumar Gangaraju	620014,Ward 55, BHEL Trichy Stores, Tiruchirappalli - 620014.	912	120

HEX NUT M30X3.5 (8320 pieces)

(Minimum 50% Local content required for MII compliance)

Brand Type	Unbranded
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Technical Specifications

Buyer Specification Document	Download
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Additional Specification Documents

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Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Billa Kumar Gangaraju	620014,Ward 55, BHEL Trichy Stores, Tiruchirappalli - 620014.	8320	120

HEX NUT M27X3 (7488 pieces)

(Minimum 50% Local content required for MII compliance)

Brand Type	Unbranded
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Technical Specifications

Buyer Specification Document	Download
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Additional Specification Documents

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Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Billa Kumar Gangaraju	620014, Ward 55, BHEL Trichy Stores, Tiruchirappalli - 620014.	7488	120

NUT -M20 -2H (1824 pieces)**(Minimum 50% Local content required for MII compliance)**

Brand Type	Unbranded
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Technical Specifications

Buyer Specification Document	Download
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Additional Specification Documents

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Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Billa Kumar Gangaraju	620014, Ward 55, BHEL Trichy Stores, Tiruchirappalli - 620014.	1824	120

STUD(FT) M16X2(L= 120) SS SA193GRB8 (280 pieces)**(Minimum 50% Local content required for MII compliance)**

Brand Type	Unbranded
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Technical Specifications

Buyer Specification Document	Download
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Additional Specification Documents

DrawingDocument1	View
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Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Billa Kumar Gangaraju	620014, Ward 55, BHEL Trichy Stores, Tiruchirappalli - 620014.	280	120

HEX NUT M16X2(SS) SA194GR8 (560 pieces)

(Minimum 50% Local content required for MII compliance)

Brand Type	Unbranded
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Technical Specifications

Buyer Specification Document	Download
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Additional Specification Documents

DrawingDocument1	View
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Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Billa Kumar Gangaraju	620014, Ward 55, BHEL Trichy Stores, Tiruchirappalli - 620014.	560	120

Buyer Added Bid Specific Additional Terms and Conditions

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

2. Buyer Added text based ATC clauses

Experience Criteria: The Bidder (Manufacturer) should have manufactured and supplied equivalent or higher grade items with machining and threading. Specific experience for each Schedule shall be furnished. Such supply experience shall not be prior to 3 years from the date of bid opening.

For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:

- a. Purchase Order copy along with Invoice(s) with self-certification by the bidder that supplies against the invoices have been executed.
- b. Execution certificate by client with order value.
- c. Any other document in support of order execution like Third Party Inspection release note etc.,

For MSE vendors, experience is relaxed by 1 year and for Startups experience is relaxed by 2 years i.e., supply experience shall not be prior to 4 years for MSE and 5 years for Startups from the date of bid opening. Relaxation is subject to vendors meeting technical and quality criteria.

Bidder Turn Over Criteria: The annual financial turnover of the bidder during any one of the last three years, ending on 31st March of the previous financial year, should be as indicated in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant financial year or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3 year old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

For Startups and MSE vendors, financial turnover is relaxed by 50%. Relaxation is subject to vendors meeting technical and quality criteria.

Vendors proposing to avail relaxation in Experience & Turnover criteria as above need to submit the following document proof along with other bid documents

- a) Startups - Certificate of Recognition by Department of Industrial Policy & Promotion
- b) MSE - Udyam Registration certificate

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

- a. Copy of PAN Card.
- b. Copy of GSTIN.
- c. Copy of Cancelled Cheque.
- d. Copy of EFT Mandate duly certified by Bank.

4. Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.

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

Post Receipt Inspection at consignee site before acceptance of stores: BHEL TRICHY STORES

6. OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.
7.
 1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
 2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
 3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.
8. While generating invoice in GeM portal, the seller must upload scanned copy of GST invoice and the screenshot of GST portal confirming payment of GST.
9. Material Test Certificate Should Be Sent Along with The Supply. The Material Will Be Checked by Buyer's Lab & the Results of the Lab will be the Sole Criteria for Acceptance of the Item.
10. Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.
11. Buyer uploaded ATC document [Click here to view the file.](#)

Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization. Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specification and / or terms and conditions governing the bid. Any clause incorporated by the Buyer such as demanding Tender Sample, incorporating any clause against the MSME policy and Preference to make in India Policy, mandating any Brand names or Foreign Certification, changing the default time period for Acceptance of material or payment timeline governed by OM of Department of Expenditure shall be null and void and would not be considered part of bid. Further any reference of conditions published on any external site or reference to external documents / clauses shall also be null and void. If any seller has any objection / grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

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

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---Thank You---

ADDITIONAL TERMS & CONDITIONS FOR FASTENERS – NPCIL KUDANKULAM

SI No	BHEL requirement				
1	SCOPE OF SUPPLY- i) Manufacture & Supply of Fasteners as per BHEL drawings, TDG 7430:004 Rev 00 and Customer approved QP. ii) To be despatched to BHEL Trichy Stores				
	Schedule	Material Code	Item Description	Qty in Nos	Applicable Drawing Number
	Schedule 1	948220750000	FT STUD M30X3.5;L=160	4160	4-N0-468-00006
	Schedule 1	948220700000	FT STUD M27X3;L=170	3744	4-N0-468-00007
	Schedule 1	411172014000	FT STUD-M20x140 -B7	912	4-N0-463-00031
	Schedule 1 Total			8816	
	Schedule 2	413010010000	HEX NUT M30X3.5	8320	3-N0-468-00043
	Schedule 2	413010030000	HEX NUT M27X3	7488	3-N0-468-00043
	Schedule 2	413190002000	NUT -M20 -2H	1824	4-N0-463-00032
	Schedule 2 Total			17632	
	Schedule 3	948221612800	STUD(FT)M16X2(L=120)SS SA193GRB8	280	3-80-352-30873
	Schedule 3	965101600800	HEX NUT M16X2(SS) SA194GR8	560	3-80-352-30874
	Schedule 3 Total			840	
	Grand Total			27288	
2	TECHNICAL REQUIREMENT- 1. TDG 7430:004 Rev 00 is applicable. All fasteners shall be manufactured and supplied as per applicable Drawings, TDG and Customer approved QP. 2. Successful Bidders getting orders shall submit Quality Plan to BHEL inline with TDG 7430:004 Rev 00 within 1 week from receipt of PO for approval by BHEL/Customer before proceeding with further execution of order.				
3	VALIDITY OF OFFER- The quotation shall be valid at least for a period of 90 days from the date of technical bid opening / 60 days from the date of reverse auction whichever is later. Offer with lesser validity may not be considered.				
4	DELIVERY PERIOD- 2 months from the date of Quality Plan approval. (Approximate time for quality plan approval by Customer shall be 1 month).				
5	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.				
6	DELIVERY TERM- 'FOR' BHEL Trichy Stores (all incl of P&F, F&I, testing, inspection charges etc).				
7	CUSTOMER APPROVAL - Techno-Commercially qualified bidders will be taken up for Customer approval. Bidders are requested to submit all the details requested in enclosed questionnaire along with supporting documents while submitting the bid. Price bids of only such Techno-Commercially qualified and Customer approved bidders will be considered for further tender processing.				

ADDITIONAL TERMS & CONDITIONS FOR FASTENERS – NPCIL KUDANKULAM

Sl No	BHEL requirement
8	EVALUATION & ORDERING- 1. Evaluation of bids and ranking of bidders shall be done Schedule wise. Bidder shall quote for all items of a Schedule mandatorily. 2. Quoted rates shall be inclusive of GST. 3. Minimum Order Quantity (MOQ) / Minimum Order Value (MOV) condition will not be accepted. Bids of such bidders (if any) insisting for MOQ / MOV will be rejected.
9	GUARANTEE- Bidders shall guarantee the supplies for a period of 24 months from the date of dispatch of materials or 18 months from the date of their commissioning whichever is earlier. To this effect a Guarantee certificate should be sent along with the dispatch documents in the event an order is placed on you. Material shall be guaranteed against manufacturing defects or faulty workmanship for a period of 24 months from the date of receipt of pipes with coating at project site. Any defect noticed during this period shall be repaired/replaced free of cost, to the satisfaction of BHEL and the End User. No deviation in this regard shall be accepted.
10	INSPECTION- Inspection shall be as per BHEL Drawings, TDG 7430:004 Rev 00 and Customer approved Quality Plan. Inspection will be done by Customer / BHEL / Authorized agency. Inspection charges of BHEL / Their representative are to BHEL A/c. Any other testing charges should be included in the quoted prices. Inspection requirements and documents shall be as per Cl. 10 of TDG 7430:004 Rev 00 (Page 4 of 4). ➤ All facilities, equipment and instruments required for inspection shall be provided by the contractor free of cost. BHEL's Representatives will have free access to contractor's works during the currency of the contract. ➤ BHEL shall have general supervision and direction over the work. BHEL has the authority to stop the work, whenever such stoppage may be necessary to ensure the proper execution of the contract. BHEL shall also have the authority to reject all the work which does not conform to the specification. ➤ BHEL if required may test the finished sample per lot/size at NABL approved Lab at the bidder's cost
11	PAYMENT DOCUMENTS- Payment shall be made against submission of the following documents- a) Commercial Invoice in triplicate b) Delivery Challan in triplicate whichever is applicable c) Guarantee certificate d) Lorry Way Bill (Original + Two copies) e) Quality documents (as per approved QP/PO) If one original certificate / LR is applicable for more than one invoice quantity / invoice, Xerox copy is acceptable with original correlation details on the Xerox copy with attestation by suppliers Quality in charge.

ADDITIONAL TERMS & CONDITIONS FOR FASTENERS – NPCIL KUDANKULAM

Vendor approval Questionnaire

Ref letter NPCIL/KK-NPP/TG/2020/S/009 Dt 14/02/20

Kudankulam Nuclear Power Project 3&4

Doc. No. I01.KK34.0.0.OA.PC.WD011

Annexure-1

Checklist No. QA.PC.WD011/1 R 1

CHECKLIST FOR EVALUATION OF VENDORS

[to be filled and submitted by the contractor]

Contractor:		W.O. Number:	
Package:			
Item:		BOQ/WD No:	

PART 1: VENDOR DETAILS

Registered Company Name:			
Registered Address:			
Phone:		E-Mail:	
Fax:		Website:	
Details of item/Services proposed to be supplied:			
Number of years in business:			
Employee Strength:			
(Please attach the Organization Chart of the Company)			
Key persons to be contacted:			
Top management:			
Quality Assurance:			
Marketing:			
Does the vendor have several plants/branches?	Yes/No		
If Yes, please provide details:			

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ADDITIONAL TERMS & CONDITIONS FOR FASTENERS – NPCIL KUDANKULAM

Kudankulam Nuclear Power Project 3&4

Doc. No. 101.KK34.0.0.QA.PC.WD011

Company Name:	Location:	Field of Activity:

PART 2: CONTRACTS MANAGEMENT SYSTEM				
Part 2	Contracts Management	Yes	No	Comments
2.1	Do you have a procedure on Contract review processes?			
	• Are interface mechanisms (point of contacts for each discipline) between contractor and vendor are clear?			
	• Are the QA requirements clearly understood?			
	• Whether NPCIL jobs executed earlier?			
2.2	Recognition details if any (code stamps like U1, U2 or certification like ISO etc. verify the records)			
2.3	Is the Company a Limited Liability, Partnership, Sole Trader, Public Ltd., Other? Please specify:			
2.4	What was the company's turnover for last 3 years?			
	What is the combined value of orders received over the last 3 years?			
2.5	Floor space availability for present activities			
	Level of House Keeping			
	General delivery Schedule			
2.6	Major customers preferably Govt/PSU to whom you have supplied similar items in last 3 years(List can be attached)			
	Company Name	Order Details with delivery schedule	Address	

DATE OF ISSUE	REVISION NUMBER	PAGE NUMBER
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ADDITIONAL TERMS & CONDITIONS FOR FASTENERS – NPCIL KUDANKULAM

Kudankulam Nuclear Power Project 3&4

Doc. No. 101 KK34.0.0.QA.PC.WD011

PART 3: QUALITY MANAGEMENT SYSTEM				
Part 3	Quality Management System	Yes	No	Comments
3.0	Do you have valid ISO: 9001 certification?			Enclose copy
3.1	Do you have a Quality Manual?			
3.2	Do you have an internal and external audit programme in place?			
3.3	Do you have a staff training programme in place?			
3.4	Purchasing Process: • Do you have a controlled list of approved suppliers? • Are your suppliers assessed and monitored? • Are order quality requirements clearly defined?			
3.5	Inspection Process: • Are there documented procedures for the inspection and testing of items? • Are there documented procedures for inward, in-process and final inspection? • Are incoming items and raw material inspected upon receipt? • Is acceptance/rejection criteria defined? • Are rejected items identified and segregated? • Are process cards used for monitoring product inspection and test activities at each stage? • Are QA stamps/stickers used and controlled?			
3.6	Are QA records pertaining to item maintained?			
3.7	Are monitoring and measuring devices controlled, calibrated and records available?			
3.8	Records of NDE qualification of QC personnel available?			
3.9	Do you have full/partial identification and traceability of item? Please specify: [full traceability required for QA1,QA2 and QA3 category items]			

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ADDITIONAL TERMS & CONDITIONS FOR FASTENERS – NPCIL KUDANKULAM

Kudankulam Nuclear Power Project 3&4

Doc. No. I01.KK34.0.0.OA.PC.WD011

3.10	Product Handling Process: • Do you have a procedure on handling and storage of items? • Are shelf life items controlled and monitored?		
3.11	Do you have a procedure for controlling customer property?		
3.12	Do you have a procedure to confirm customer documents are of latest revision before being issued for use?		
3.13	Do you have a procedure for controlling deviations to customer specification?		
3.14	Control of records (process cards, test results, etc.). How long do you retain quality records?		
3.15	Is non-conforming material clearly identified?		
3.16	Is there a documented NC control procedure?		
3.17	Do you have a documented customer complaint procedure?		
3.18	Are there documented procedures for corrective actions?		
3.19	Would you permit access to NPCIL personnel for QS/audit of your Quality Management System and processes as per approved QPs, without additional charges?		

Specific to item to be supplied	
Understanding of scope of supply	
Availability and understanding of related standards.	
Capacity of the vendor to inspect/test the item	
Understanding of special Examination/testing (e.g Ultrasonic Examination/Helium Leak testing etc. as applicable)	

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ADDITIONAL TERMS & CONDITIONS FOR FASTENERS – NPCIL KUDANKULAM

Kudankulam Nuclear Power Project 3&4

Doc. No. I01.KK34.0.0.QA.PC.WD011

Availability of special facilities required for the item	
Availability of trained personnel specific to item to be supplied	
Availability of inspection/test facilities	
Availability of QP and procedures	
Independence of Head of QA/QC group	
Availability of test reports for the item/items for the past 1 year	

Submitted by (Vendor)	Signature,(with name, designation and date)
Assessed and forwarded to NPCIL (Contractor: Head QA & PE)	Signature,(with name, designation and date)

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ADDITIONAL TERMS & CONDITIONS FOR FASTENERS – NPCIL KUDANKULAM

Declaration format for Make in India to be issued on Company letter head

In line with Government Public Procurement Order (Preference to Make in India) Order (PPP-MII Order), 2017 vide No. P-45021/2/2017-PP (BE-II) dated 04.06.2020, issued by DPIIT, Ministry of Commerce and Industry, we hereby certify that we, **M/s** _____ are

- a) 'Class-I local supplier' meeting requirement of local content equal to or more than 50%,
- b) 'Class-II local supplier' meeting requirement of local content more than 20% but less than 50%,

(Strike off whichever is not applicable)

As defined under above referred Order for the following Enquiry Item Sl Nos of BHEL Enquiry No **GEM/2021/B/_____ dt _____ – Fasteners**

- Schedule 1
- Schedule 2
- Schedule 3

(Tick applicable schedules)

Details of location at which local value addition will be made is as follows:

Mention your full works address

By issuing this declaration, we understand and are in acceptance to the following-

- False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.
- In case of debarment by any procuring entity for violation of the provisions of the Public Procurement (Preference to Make in India), Order 2017 we shall not be eligible for preference for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities, the debarment takes effect prospectively from the date of uploading on the website(s) of The Department of Expenditure, GOI in such a manner that ongoing procurements are not disrupted.
- We undertake the onus of responsibility of submission of appropriately certified documents. We understand that BHEL is not at liability to verify the contents and will not be responsible for the declaration made by us. However, in case BHEL has any reason to doubt the authenticity of the local content, BHEL reserves the right to obtain the complete back up calculations before award of contract and we are liable to submit the same if requested by BHEL. We also understand that our bid is liable for rejection in case we fail to submit the details as requested by BHEL.

Seal and Signature of authorized signatory

General terms and conditions on GeM 3.0 (Version 1.19)

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 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.

* 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 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 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.

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 User Accounts 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 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 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 IncomeTax / PAN Data Base, MCA 21, Udyam Registration, 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 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. Listing of Goods / Services in irrelevant / inappropriate categories is strictly prohibited. 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.
- 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.
- xv. 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.

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:

- 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 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 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 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 Rs.25,000/- through any of the available suppliers on the GeM, meeting the requisite quality, specification and delivery period.
- ii. Above Rs.25,000/- and up to Rs.5,00,000/- through the GeM Seller having lowest price amongst the available sellers (excluding Automobiles where limit of Rs.30,00,000/- will be applicable), 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 Rs.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 limit of Rs.30,00,000/- will be applicable).
- 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 Rs. 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 Rs. 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.

- 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 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 Rs. 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 Rs. 25,000/- and up to Rs. 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 requires that buyer first compares all the product options available on GeM to ensure that it meets its requirements/ specifications. While comparing, care should be taken 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. 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.
- ix. **Proprietary Article Certificate (PAC) Buying:** While making procurement under PAC Buying on GeM, Buyer has to comply with following conditions:

- (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, the Buyer can use PAC filter provided on GeM for selecting a specific model/ make available from a particular GeM Seller. As per GFR, Proprietary Article Certificate in the following form should be available with Buyer before procuring the goods under PAC Buying:
- (i) The indented goods are manufactured by M/s.
 - (ii) No other make or model is acceptable for the following reasons:
 - (iii) Concurrence of Finance wing to the proposal vide:
 - (iv) Approval of the competent authority vide:
- (b) 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 cannot be overlooked. Therefore, in case of all the PAC procurements, the Buyers will have 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.
- (c) Except for direct buying up to Rs. 25,000/- subject to establishing the reasonableness of price, the bidding will be mandatory for procurements above Rs. 25,000/-. 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.
 - 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.

- 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 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, EMD, Performance Bank Guarantee, 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) Bid Life Cycle: Bid Life Cycle is the period within which a buyer has to complete the entire life cycle i.e. technical evaluation, financial evaluation and order creation of Bid process. By default, it is 90 days from the date of Bid publication. This can be configured to 120 / 150 or 180 days in exceptional cases through catalogue Management System (CMS) for a particular product category (not for a particular Buyer or Bid).
- (f) 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 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.

- (g) 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 subject to the condition that total Bid Life Cycle cannot go beyond the stipulated time limit as per GeM CMS. The products offered in e-Bidding / RA can not 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.

- (h) 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.
- (i) 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 have two options for placement of Contract:
 - a) Placement of contract by selection of an agency from amongst the L-1 bidders through a Random Algorithm run by GeM system.
 - b) Placement of contract on any one of the L-1 bidders based on any criteria as deemed fit by the Buyer with appropriate internal approvals
- (j) 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.
- (k) 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.
- (l) 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.
- (m) 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.

- (n) There shall be no EMD for Bids / RA having estimated value less than Rs. 5 lakh. For bids / RA having estimated value more than Rs 5 Lakh, 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 and hard copy of the same will have to be submitted directly to the Buyer within 5 days of bid opening. GeM recommends quantum of EMD @ 1% of estimated value of procurement. The Buyer also has the option to select EMD between 0.5% to 5%. The same should be valid for 45 days beyond the bid validity. Following categories of Sellers shall however, be exempted from furnishing EMD:
- 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 and through uploaded supporting documents.
 - ii. Start-ups as recognized by Department of Industrial Policy and Promotion (DIPP).
 - 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 Rs 500 Crore.
 - 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 EMD document while bidding.
- (o) EMD 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 / PBG within stipulated time required as per e-bid / RA conditions.
- (p) 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.
- (q) 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.
- (r) 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.
- (s) 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.

(t) 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.

(u) 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" issued by DIPP and "Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012" issued by MoSME".

(v) **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 Commercial bids before bid closure. After completion of technical evaluation by the Buyer, 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, RA will be between both without any elimination.

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 SME preference is / are coming within price band of 15% of L-1 or if bid of any seller(s)

eligible for Make in India preference is / are coming within price band of 20% of L-1, then such SME / Make in India seller shall also be allowed to participate in the RA process. 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 last revised on 29.5.2019 as amended from time to time.

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

- (y) **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.
- (z) **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.

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

- 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.

7. Performance Security and Performance:

- i. *There shall be no Performance security / PBG 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 Rs 5 Lakh (in case of Goods contracts); and*
 - c) *Placed through Bids / RA with estimated bid value up to Rs 5 Lakh (in case of Services contracts)*
- ii. In case of contracts placed following e-Bidding / RA, Performance Security / Performance Bank Guarantee (PBG) (in format provided on GeM) 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 % 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 Bank Guarantee, in prescribed format, from a scheduled commercial bank 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 Bank Guarantee by the Buyer and verification of its genuineness.

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 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 be furnished by the Bidder, before award of contract.
- ii. Statutory variation in the rate of GST, taking place between the date of award of contract and the original / revised 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 the date of award of contract and the date of supply within the original / revised delivery period. Buyer shall issue necessary amendment in the contract to enable generation of supplementary invoice or revised invoice as the case may be.
- iii. 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.
- iv. 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.
 - d. 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.
- v. Seller shall comply with all the necessary statutory compliances including but not limited to 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. 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 wilful 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.

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 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 on line '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.

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 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 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 **10 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.

16. Dispute Resolution Between Buyer and Seller:

AMICABLE SETTLEMENT:

In the event of any question, dispute or difference arising connection with the Contract, the Parties shall use their respective reasonable endeavour to settle any dispute amicably. If a Dispute is not resolved within 30 days after written notice of

any dispute by one Party to the other, the same shall be resolved through the mechanism of a co-ordination committee to be formed by the Buyer and Seller/Service Provider and to be chaired by the Primary User of Buyer Organization/Department along with representatives from Buyer Department and Seller.

ARBITRATION:

In the event of any question, dispute or difference arising under the terms and conditions of the contract placed through GeM, the same shall be referred to the sole arbitration by an officer nominated as Arbitrator by the Primary Buyer of the concerned Buyer Organization. It will be no objection that the arbitrator is a Government Servant and that he had to deal with the matters to which the contract relates or that in the course of his duties as a Government servant he has expressed views on all or any of the matters in dispute or difference. The award of the arbitrator shall be final and binding on the parties to the contract. The arbitration shall be governed as per Indian Arbitration and Conciliation Act 1996 as amended up to date. The place for arbitration shall be at the place from where contract has been placed by the Buyer or at the place of Primary Buyer as decided by the Primary Buyer.

In the event of the Arbitrator dying, neglecting or refusing to act or resigning or being unable to act for any reason, or his award being set aside by the court for any reason, it shall be lawful for the Primary Buyer to appoint another arbitrator in place of the outgoing arbitrator in the manner aforesaid.

In respect of all contract placed through GeM, the dispute would not be referred or entertained by Micro and Small Enterprise Facilitation Council, Consumer Forum or any other adjudication forum.

All disputes in connection with the Contract, shall be subject to the exclusive jurisdiction of the Court within the local limits of whose jurisdiction, the place from where Contract was issued is situated

GeM SPV would not be a party to any such dispute/matter.

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.”

17. Laws Governing the Contract:

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

- (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 / PBG 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.
- (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:

- a. 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.
- b. 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.

- c. 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.
- d. 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.
- e. 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.
- f. To decide addition / deletion of any of the offered product(s)/Product category (ies) and their framework of technical parameters on GeM.
- g. 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.
- h. 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
- i. 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.
- j. 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.
- k. 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.

- l. 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.
- m. Overall monitoring and management of Call Centre/Help desk operations being provided by the MSP.
- n. Removal / debarring the Sellers/Buyers and Goods / services in GeM.
- o. Management of complaints and their redressal mechanism in GeM (not disputes related to concluded contracts).
- p. 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.
- q. To issue Notices, Circulars, News, Flashes, Updates etc in GeM
- r. Reporting and MIS mechanism in GeM
- s. Any other related activities in the GeM
- t. 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.
- u. 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

- a. **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.
- b. **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") 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

- i. Breach of the contract(s); or
- ii. Any claims made by any third party due to, or arising out of, or in connection with, use of the Website; or
- iii. 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.
- iv. 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.

- c. **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.
- d. **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.
- e. **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 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 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.
- (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 stake holders 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.

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.
- 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;
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.

Clause 27: Caution Money Deposit:

(i) All sellers on GeM are required to deposit a one-time amount as under as caution money:

- a) Seller Turnover less than 1 Crore: Rs 5,000/-
- b) Seller Turn over > 1 Crore but < 10 Crore: Rs 10,000/-
- c) Seller Turn over > 10 Crore: Rs 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:

- a) Seller rejects or does not accept any Direct Purchase / L-1 Purchase order within defined timelines leading to order auto cancellation.
- b) 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 / PBG).

- c) Withdraws any bid submitted on GeM within the period of validity of the bid.
- d) Fails to furnish requisite performance security / PBG 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.

Clause 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.

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 Authorized Resellers concurrently. In case OEM has not created Product Catalogue, Authorized Resellers of OEMs are also permitted to do the same. However, OEM (when registered on GeM and taken OEM Dashboard) shall be responsible for Validating & verifying the Catalogue uploaded by Reseller, Maintaining the Catalogue by adding/updating the Specifications, MRP etc. specific to catalogue. OEM shall also 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 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.

Clause 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 may be, & will be deemed to have submitted multiple bids in a particular bid if a person bids in any of the two formats given below:

- a) individual or proprietorship format and/or
- b) a partnership or association of persons format and/or
- c) 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:
 - a) more than 10% (ten percent) of the voting share capital of the company which has submitted a bid, or
 - b) is a director and / or Key Managerial Personnel of the company which has submitted a bid, or
 - c) 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.

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 Earnest Money Deposit 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.

	BHARAT HEAVY ELECTRICALS LIMITED, PIPING CENTRE, CHENNAI	
TDG 7430:004	TECHNICAL DELIVERY CONDITIONS FOR FASTENERS (STUDS & NUTS) OF PEB & PUQ SYSTEM	DATE : 15.06.2021
REV 00		PAGE: 1 OF 4
PROJECT: NPCIL KUDANKULAM-KKNPP UNIT 3 & 4 -2X1000 MWE		

RECORDS OF REVISION:

REV: 00 DATE: 15/06/2021 DETAILS: FRESH ISSUE.

1.0 SCOPE

This Technical Delivery Conditions specify the requirements for Carbon, Alloy and Stainless Steel Fasteners – Studs and Nuts, intended for Nuclear Piping coming under ASME Sec III Sub Section NC.

2.0 MATERIAL SPECIFICATION

Stud – **Alloy Steel** : ASME SA 193 Gr B7 & Gr B7M
Stainless Steel : ASME SA 193 Gr B8

Nut – **Carbon Steel** : ASME SA 194 Gr 2H & Gr 2HM
Stainless Steel : ASME SA 194 Gr 8

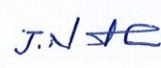
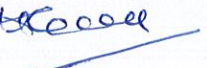
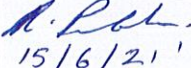
Requirements : As per Drawing, ASME Specification and as listed below
Size & Quantity : As per Purchase Order and Drawing.

3.0 GENERAL REQUIREMENTS

- a) Steel shall be made by one or more of the following processes: Open hearth, electric furnace, basic oxygen or vacuum induction melting. Steel made by Acid Bessemer process shall not be acceptable.
- b) Nuts shall be hot/cold forged or manufactured from hot rolled/ cold drawn bars. If made from hexagonal bars, 100% MPI / LPI is to be done on bars as per ASTM E 709 / ASTM E165 to ensure freedom from surface or sub surface defects.
- c) Hot rolled / Cold drawn bars, if used (for studs or nuts), shall be machined at least 2 mm (minimum) in radius (i.e. 4 mm in diameter) to remove the seams completely. After machining, at least 10% of the bars shall be tested by MPI/LPI as per ASTM E 709/ ASTM E165 to ensure freedom from surface or sub surface defects.
- d) NPCIL approved chemicals for Liquid Penetrant Examination shall be used (Refer Annexure 1)

4.0 HEAT TREATMENT, CHEMICAL & MECHANICAL PROPERTIES

4.1 HEAT TREATMENT: Heat treatment of finished studs and nuts shall be as per respective material specification of corresponding grades. Heat treatment shall be done only in salt bath or controlled atmosphere furnace. After Heat treatment, the threads shall be thoroughly cleaned to remove all the deposits.

 J. NANTHINI DM/QA&BE	 K. RAJITHA AGM/OP&C&MPL	 15/6/21 R. PRABHA AGM/PURCHASE	 15/06/2021 C. VAITHIANATHAN AGM/ENGG	 K. V. RAMANI AGM/Q&BE
PREPARED BY		REVIEWED BY		APPROVED BY

15/06/21

	BHARAT HEAVY ELECTRICALS LIMITED, PIPING CENTRE, CHENNAI	
TDG 7430:004	TECHNICAL DELIVERY CONDITIONS FOR FASTENERS (STUDS & NUTS) OF PEB & PUQ SYSTEM	DATE : 15.06.2021
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4.2 CHEMICAL PROPERTIES: Mill Certificate from steel manufacturer for conformance to chemistry heat wise shall be submitted. Additionally, product analysis shall be done on one sample per heat per heat treatment batch by the stud / nut manufacturer as per respective material specification of corresponding grades. .

4.3 MECHANICAL TESTING OF STUDS:

a) Tensile testing:

One tensile test / heat/ size/ HT batch shall be carried out in the finished heat treated condition as per SA193 and shall meet the material specification requirement for corresponding grades. .

b) Hardness testing :

For grade B7 & B8 : Hardness check on finished studs as per SA193, using approved sampling plan. Hardness value shall be as per material specification.

For grade B7M : Hardness check on 100% of the finished studs as per SA193.

Hardness : 200 to 235 HBW or 93-99 HRB.

4.4 MECHANICAL TESTING OF NUTS :

a) Hardness testing :

For grade 2H & 8: Hardness check on finished nuts as per SA194, using approved sampling plan. Hardness value shall be as per material specification.

For grade 2HM: Hardness check on 100% of the finished nuts as per SA194.

Hardness value shall be as per material specification.

b) Proof Load testing:

Test shall be done as per SA 194 for all grades of nuts and shall meet the requirements of respective grades of material specification.

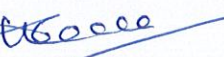
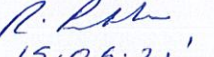
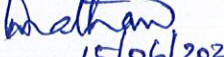
c) Final heat treatment:

Sample nuts shall be heat treated as per below table and meet the corresponding hardness requirements.

Grade	Temperature (°C)	Soaking time (hrs)	Cooling	Min Hardness (HBW) at room temperature
2H	540	24	Slow cool	179
2HM	540	24	Slow cool	159

d) Cone Proof Load test :

Test shall be performed as per SA194 in case of visible surface discontinuities.

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PREPARED BY	REVIEWED BY			APPROVED BY

15/06/21

	BHARAT HEAVY ELECTRICALS LIMITED, PIPING CENTRE, CHENNAI	
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5.0 NON DESTRUCTIVE TEST

- a) 10% Magnetic Particle Inspection shall be carried out as per ASTM E 709 on CS & AS finished studs of all grades and 10% Liquid Penetrant Inspection shall be carried out as per ASTM E 165 on SS finished studs of all grades. Cracks, linear indication or seams (length ≥ 3 times its width) are unacceptable.

6.0 VISUAL & DIMENSIONAL CHECK

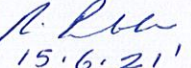
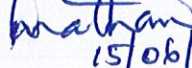
- a) Visual and Dimensional check and their acceptance shall be as per applicable drawing and as per ASME SA193 for studs and SA194 for nuts.
- b) The threads of studs and nuts shall be checked with properly calibrated ring gauge with tolerance class as per the drawing, in final heat treated condition.

7.0 SAMPLING INSPECTION

All inspection shall be in accordance with relevant drawing, PO, this TDG and SA193 for studs and SA194 for nuts.

8.0 PRESERVATION, MARKING & PACKING

- a) Fasteners shall be cleaned to make them free from rust, grease, oil, scale etc by hand tool / manual cleaning method. **One coat of rust preventive fluid of minimum 20 microns DFT shall be applied.**
- b) Each finished component shall be punched/ embossed with applicable material grade (B7/B7M/B8 for studs ; 2H/ 2HM/8 for Nuts) and Manufacturer's identification symbol. Studs of grade B7M and Nuts of grade 2HM shall have a line under the grade symbol. Punch/Emboss Serial No. also in studs of grade B7M and nuts of grade 2HM in addition to the above, to correlate with the hardness.
- c) The following details shall be clearly indicated in the tags tied to the bundle:
 - 1) PO Number
 - 2) Supplier's name/emblem
 - 3) Size & Specification & Grade
 - 4) Quantum & Weight
- d) **Any other Marking & Identification which is not mentioned above in Sl. No: 8.0 b) & c) shall be as per Enquiry/P.O.**
- e) All items shall be neatly packed in wooden box/gunny bags of suitable size to avoid transit damage. The threaded ends shall be protected with plastic end caps.

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PREPARED BY	REVIEWED BY			APPROVED BY

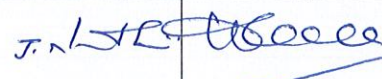
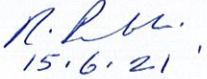
	BHARAT HEAVY ELECTRICALS LIMITED, PIPING CENTRE, CHENNAI	
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9.0 QUALITY PLAN

- a) Before start of manufacturing, the manufacturer shall submit Manufacturing Quality Plan (MQP) for BHEL and Customer - NPCIL approval

10.0 INSPECTION & CERTIFICATION

- a) All items shall be inspected at manufacturer's works by BHEL and Customer – NPCIL as per the Approved Quality Plan.
- b) The Manufacturer shall provide Test certificates (TC) along with the raw material TC from steel maker. The manufacturer's TC shall contain the following details.
- BHEL P.O Number & Amendment Number(if any)
 - BHEL P.O. Serial Number
 - Test Certificate number
 - Specification, grade with year of code, heat no, size, quantity
 - Raw material TC number and date.
 - Chemical & Mechanical properties of studs and nuts.
 - Heat Treatment details with actual temperature and soaking time-HT chart.
 - Detailed NDT reports with reference norm, acceptance standard and Test results as applicable.
 - Dimensional report.
 - Coating details & DFT measurement.
- c) Videography /Digital Photography carried out during manufacture, examination/ testing, loading/ unloading, shipment etc shall be made available to Purchaser as and when demanded. Same shall be transferred on CD and submitted to BHEL on completion.

 J. NANTHINI DM/QA&BE	 K. RAJITHA AGM/OP&C&MPL	 R. PRABHA AGM/PURCHASE	 C. VAITHIANATHAN AGM/ENGG	 K V RAMANI AGM/Q&BE
PREPARED BY		REVIEWED BY		APPROVED BY



न्यूक्लियर पावर कॉर्पोरेशन ऑफ इंडिया लिमिटेड

(भारत सरकार का उद्यम)

NUCLEAR POWER CORPORATION OF INDIA LTD.

(A Government of India Enterprise)

गुणवत्ता आश्वासन निदेशालय

Directorate of Quality Assurance

नाभिकीय ऊर्जा भवन, अणुशक्तिनगर, मुंबई-400 094

Nabhikiya Urja Bhavan, Anushaktinagar, Mumbai - 400 094.

Corporate Identification No. U40104MH1987GOI149458



आर.के. गुप्ता R.K. Gupta

अधिशाली निदेशक (गु.आ.) Executive Director (QA)

Phone: 022- 25995030/25558487

Fax.No.: 022-25565354

e-mail: rk_gupta@npcil.co.in

सं. No. एनपीसीआईएलNPCIL/02500/क्यूएडीQAD/ईडीED(क्यूएQA)/एमएम/2019/1160

December 17, 2019

विषय : वेधी पदार्थों के अनुमोदित ब्रांड की सूची।

Sub: List of approved brands of penetrant materials

17-12-2019 की स्थिति में एनपीसीआईएल के उपयोग हेतु वेधी पदार्थों के अनुमोदित ब्रांड की सूची इसके साथ संलग्न है। यह अनुमोदन हमारी प्रक्रिया संख्या QAD/NDT-PROC-PT-05 (तरल वेधी परीक्षण के लिए उपयोग में आने वाले रसायन परिवार के अनुमोदन हेतु प्रक्रिया) के अनुसार आवश्यकताओं के अनुरूप प्रदान किया जाता है।

The list of approved brands of penetrant materials for use on NPCIL jobs as on 17-12-2019 is enclosed herewith. The approvals are granted in conformance to the requirements as per our procedure no. QAD/NDT-PROC-PT-05 (Procedure for approval of Family of Chemicals used for Liquid Penetrant Examination).


(आर.के. गुप्ता R. K. Gupta)

अधिशाली निदेशक (गु.आ.) Executive Director (QA)



न्यूक्लियर पावर कॉर्पोरेशन ऑफ इंडिया लिमिटेड

(भारत सरकार का उद्यम)

NUCLEAR POWER CORPORATION OF INDIA LTD.

(A Government of India Enterprise)

गुणवत्ता आश्वासन निदेशालय

Directorate of Quality Assurance

नाभिकीय ऊर्जा भवन, अणुशक्तिनगर, मुंबई-400 094

Nabhikiya Urja Bhavan, Anushaktinagar, Mumbai - 400 094.



LIST OF APPROVED PENETRANT TESTING MATERIAL

(As on 17-12-2019)

Sr. No.	Manufacturers	Brand name	Description	Valid up to
1.	DYEGLO PVT. LTD, PUNE	RP-81	Red Coloured Solvent Removable Penetrant	DEC2023
2.	DYEGLO PVT. LTD, PUNE	RP-90	Red Coloured Water Washable Penetrant	DEC2023
3.	DYEGLO PVT. LTD, PUNE	CL-01	Solvent Cleaner	DEC2023
4.	DYEGLO PVT. LTD, PUNE	RD-01	Solvent Base Developer suitable for RP-81 & RP-90	DEC2023
5.	DYEGLO PVT. LTD, PUNE	FP-01	Fluorescent Solvent Removable Penetrant	DEC2023
6.	DYEGLO PVT. LTD, PUNE	WD-01	Solvent Base Developer suitable for FP-01.	DEC2023
7.	FERROCHEM NDT SYSTEM PVT. LTD. PUNE	FC-911, FC-811 FC-711	Solvent Removable (Visible)	FEB2022
8.	FERROCHEM NDT SYSTEM PVT. LTD. PUNE	FC-931, FC-811	Water Washable (Visible)	FEB2022
9.	FERROCHEM NDT SYSTEM PVT. LTD. PUNE	FC-941, FC-821	Water washable (Fluorescent)	FEB2022
10.	FERROCHEM NDT SYSTEM PVT. LTD. PUNE	FC-921, FC-821, FC-721	Solvent removable (Fluorescent)	FEB2022
11.	MAGNAFLUX ITW INDIA PVT.LTD.SECUNDERABAD	SKL-SP 1	Red Coloured Solvent Removable Penetrant	JUL2024
12.	MAGNAFLUX ITW INDIA PVT.LTD.SECUNDERABAD	SKC-1	Solvent Cleaner	JUL2024
13.	MAGNAFLUX ITW INDIA PVT.LTD.SECUNDERABAD	SKD-S2	Solvent Base Developer	JUL2024
14.	MAGNAFLUX ITW INDIA PVT.LTD.SECUNDERABAD	SKL-WP2	Red Coloured Water Washable Penetrant	JUL2024
15.	MAGNAFLUX ITW INDIA PVT.LTD.SECUNDERABAD	SKL-SP2	Red Coloured Solvent Removable Penetrant.	JUL2024
16.	MR CHEMIE INDIA PVT. LTD., HYDERABAD.	MR ^(R) 62	Solvent Removable Penetrant-Red	JAN2021
17.	MR CHEMIE INDIA PVT. LTD., HYDERABAD.	MR ^(R) 68 NF	Solvent Removable and Water Washable Penetrant-Red	JAN2021
18.	MR CHEMIE INDIA PVT. LTD., HYDERABAD.	MR ^(R) 67	Solvent Removable and Water Washable Penetrant-Red	JAN2021
19.	MR CHEMIE INDIA PVT. LTD., HYDERABAD.	MR ^(R) 672 F	Solvent Removable and Water Washable Penetrant-Fluorescent	JAN2021
20.	MR CHEMIE INDIA PVT. LTD., HYDERABAD.	MR ^(R) 85	Solvent Remover suitable for MR ^(R) 68NF, MR ^(R) 67, MR ^(R) 672F and MR ^(R) 62.	JAN2021
21.	MR CHEMIE INDIA PVT. LTD., HYDERABAD.	MR ^(R) 70	Non-Aqueous Developer suitable for MR ^(R) 68 NF, MR ^(R) 67 and MR ^(R) 672F	JAN2021

Sr. No.	Manufacturers	Brand name	Description	Valid up to
22.	MR CHEMIE INDIA PVT. LTD., HYDERABAD.	MR ^(R) 70 I	Non-Aqueous Developer suitable for MR ^(R) 62.	JAN2021
23.	P-MET HIGH TECH CO. PVT. LTD., VADODARA	PP-15/PP-15B	Red Coloured Solvent Removable Penetrant	SEPT2021
24.	P-MET HIGH TECH CO. PVT. LTD., VADODARA	PP-19/PP-19B	Red Coloured Water Washable Penetrant	SEPT2021
25.	P-MET HIGH TECH CO. PVT. LTD., VADODARA	PC-21/PC-21B	Solvent Cleaner	SEPT2021
26.	P-MET HIGH TECH CO. PVT. LTD., VADODARA	PD-31/PD-31B	Solvent Base Developer	SEPT2021
27.	P-MET HIGH TECH CO. PVT. LTD., VADODARA	PP-110/ PP110B	Red Coloured Solvent Removable Penetrant	SEPT2021
28.	P-MET HIGH TECH CO. PVT. LTD., VADODARA	PC 120/ PC-120B	Solvent Cleaner	SEPT2021
29.	P-MET HIGH TECH CO. PVT. LTD., VADODARA	PD 130 /PD-130B	Solvent Base Developer	SEPT2021
30.	P-MET HIGH TECH CO. PVT. LTD., VADODARA	FPS46/FPS46B	Solvent Removable Fluorescent Penetrant	SEPT2021
31.	P-MET HIGH TECH CO. PVT. LTD., VADODARA	FPS49/FPS49B	Water Washable Fluorescent Penetrant	SEPT2021
32.	PRADEEP METAL TREATMENT CHEMICALS PVT. LTD., THANE	Flaw Guide Penetrant (NP Grade)	Red Coloured Solvent Removable Penetrant.	OCT2024
33.	PRADEEP METAL TREATMENT CHEMICALS PVT. LTD., THANE	Flaw Guide Cleaner (NP Grade)	Solvent Cleaner	OCT2024
34.	PRADEEP METAL TREATMENT CHEMICALS PVT. LTD., THANE	Flaw Guide Developer (NP Grade)	Solvent Base Developer	OCT2024
35.	PRADEEP METAL TREATMENT CHEMICALS PVT. LTD., THANE	Flaw Guide Red Dye Penetrant-W	Water Washable Dye Penetrant	OCT2024

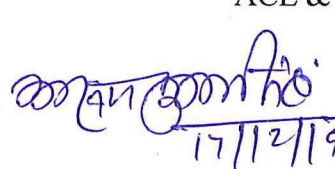
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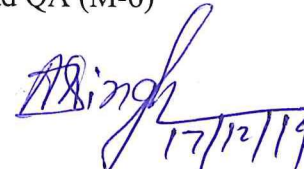
1. Halogen content in Penetrant, Cleaner and Developer is 25ppm (max) and Sulphur content is 500ppm (max). However when using penetrant materials for Austenitic Stainless Steel, Titanium, Nickel base or other high temperature alloys, Halogen and Sulphur content shall not exceed 25ppm. Manufacture has to mention for each batch, the Sulphur and Halogen content in the label of each container for selection of Penetrant materials for the stated application.
2. Developer is to be used in Aerosol can to get the best results.


17/12/19

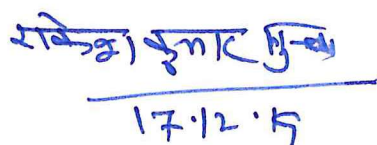
(Anoop Singh)
ACE & Head QA (M-6)

Through: Shri A.K. Singh, AD (QA- Opns. & Group-1)


17/12/19


17/12/19

Executive Director (QA)


17.12.19

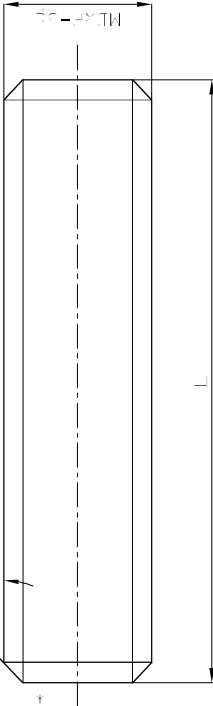
FIRST ANGLE PROJECTION(ALL DIMENSIONS IN MILLIMETRES)

3-80-352-30873

DRAWING No



- NOTES
01. MATERIAL IDENTIFICATION MARK 'B8' SHALL BE PUNCHED ON ANY ONE SIDE, AS MARKED WITH *.
02. ALL OTHER DIMENSIONS TO BE AS PER IS 1367



VAP No.	VID x H	L	MATERIAL CODE	Wt(kg)	MATERIAL
01	M16x2	120	946221672600	0.190	SA 193GRB8
02	M20x2.5	140	946222075600	0.300	SA 193GRB8

CAUTION
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TYPE OF PRODUCT
OR NAME OF
CUSTOMER/PROJECT



BHARAT HEAVY ELECTRICALS LTD.,
PIPING CENTRE,
CHENNAI 600 017

DRN	NAME	SIGN	DATE	NO OF ITEMS
CHD	APV/K	—sd—	08.08.17	1
APPD	APV/K	—sd—	08.08.17	1

DEPT.	GRADE OF UN TOL. DIM	SCALE	WEIGHT (Kg)	REF TO ASSY / OLD DRG	ITEM No.
CODE	C/M/F	N.T.S	—	—	—

REV	DATE	ALTERED APPROVED	ZONE	TITLE	CARD CODE	DRAWING No.	REV
				STUDS SA193 GRB8	U 01	3-80-352-30873	00

SIZE A3

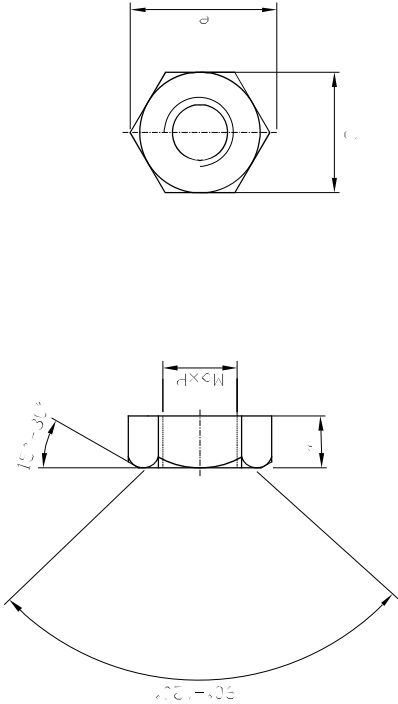
FIRST ANGLE PROJECTION(ALL DIMENSIONS IN MILLIMETRES)

3-80-352-30873

DRAWING No

NOTES

01. ALL OTHER DIMENSIONS TO BE AS PER IS 1367



NOTE : ALL DIMENSIONS ARE AS PER ASME B 18.2.2

VAR N .	Wdx ²	r'	S	s	MATERIAL	MATERIAL CODE	WEIGHT kg
01	116X12	17	24	27	SA194 GR8	66510260800	0.050
02	110X11.5	11	30	33	SA194 GR8	66510200800	0.040

TYPE OF PRODUCT
OR NAME OF
CUSTOMER/PROJECT



BHARAT HEAVY ELECTRICALS LTD.,
PIPING CENTRE,
CHENNAI 600 017

DRN	NAME	SIGN	DATE	NO OF ITEMS
CHD	APV	—	08.08.17	1
APPD	APV	—	08.08.17	1

REV	DATE	ALTERED APPROVED
ZONE		

DEPT.	GRADE OF UN TOL. DIM	SCALE	WEIGHT (kg).	REF TO ASSY / OLD DRG	ITEM No.
CODE	C/M/F	N.T.S			
TITLE					

HEX NUT SA194 GR8

DRAWING No.

3-80-352-30874

CARD
CODE

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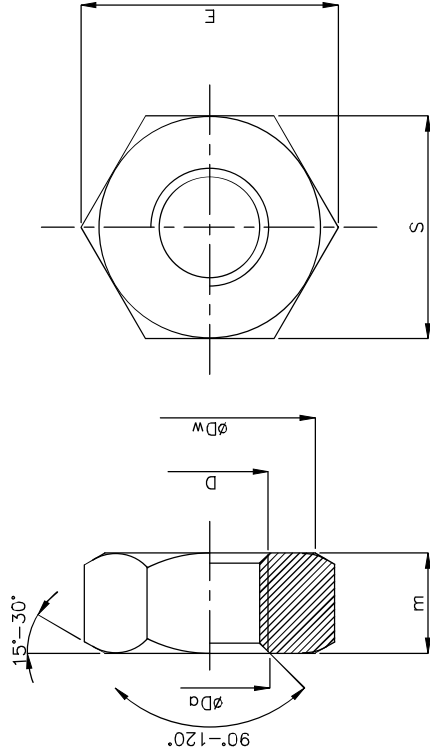
REV

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SIZE A3

3-N0-468-00043

DRAWING No



NOTES :-

- 01 METRIC SCREW THREAD AS PER IS 4218 & TOLERANCE OF THREAD (INTERNAL IS 6H)
 02 TECHNICAL SUPPLY CONDITIONS, MANUFACTURE AND WORKMANSHIP AS PER IS:1367 AND
 NPCIL APPROVED BHEL QUALITY PLAN 7430:QPC:05

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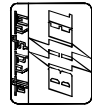
VAR	DESCRIPTION	MATERIAL CODE	MATERIAL SPECIFICATION	Thread Size D	Da		Dw	E	m		S	WEIGHT
					Min	Max			max	min		
01	HEX NUT M27X3	41 301 003 0000	SA194GR2HM	M27	24	25.9	33.2	45.2	27.6	26.3	41	0.170
02	HEX NUT M30X3.5	41 301 001 0000	SA194GR2HM	M30	30	32.4	42.7	50.85	30.7	29.1	46	0.230

CUSTOMER

NUCLEAR POWER CORPORATION OF INDIA LIMITED

NAME OF PROJECT

KUDANKULAM NUCLEAR POWER PROJECT
 2 X 1000MWe (UNIT-03 & 04)



BHARAT HEAVY ELECTRICALS LTD.,
 PIPING CENTRE, CHENNAI

DATE	SIGN	NAME	DRN
13.03.2020	-SD-	B.B.CHADAI	CHD
13.03.2020	-SD-	R.BHARATH	APPD
13.03.2020	-SD-	C.SARAVANAN	

REV	DATE	ALTERED:
01	30.06.20	:BB CHADAI
ZONE	MATERIAL	CODE
	UPDATED/INCORPORATED.	

DEPT.	GRADE OF UN	TOL. DIM	SCALE	WEIGHT (kg)	REFERENCE CUSTOMER DRAWING
	C/M/F				PEB PIPING-TUNNEL NO(S) 31UQZ, 32UQZ 41UQZ, 42UQZ

TITLE

DRAWING No.

HEX NUT (SA194GR2HM)

3-N0-468-00043

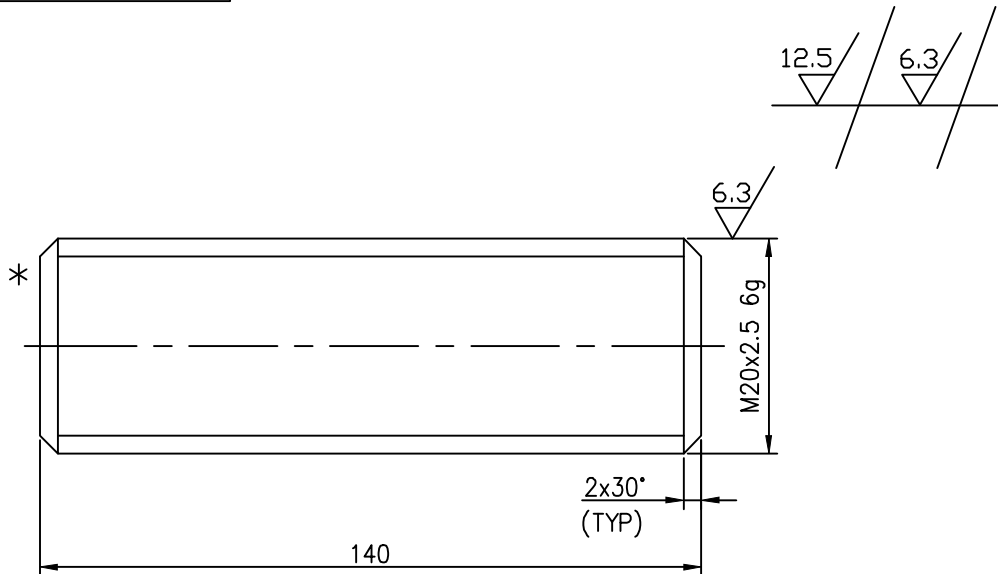
REV

01

SIZE A3

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REV 01	DATE 28.06.20	ALTERED: BB GHADAI APPROVED: R.BHARATH
MATERIAL CODE INCORPORATED REVISIONS MARKED AS 		
REV 02	DATE 14.09.20	ALTERED: BB GHADAI APPROVED: R.BHARATH
WORK ORDER NUMBER ADDED IN TITLE BLOCK REVISIONS MARKED AS 		



NOTES: —

- 01 REFER IS:1367 FOR TECHNICAL DELIVERY CONDITION FOR THREADED STEEL FASTENERS
- 02 REFER IS:4218 FOR ISO METRIC SCREW THREADS.
- 03 MATERIAL IDENTIFICATION MARK 'B-7' SHOULD BE PUNCHED ON ANY ONE SIDE, AS MARKED WITH *
- 04 FOLLOW NPCIL APPROVED BHEL QUALITY PLAN 7430:QPC:07

	STUD M20x2.5 L=140		—	C		0 300
VAR NO.	DESCRIPTION	STD	MATL. CODE	A	UNIT	UNIT.WT.(Kg)
			MATL. SPECN.	C		QTY.

CUSTOMER : NUCLEAR POWER CORPORATION OF INDIA LIMITED

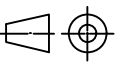
NAME OF THE PROJECT : KUDANKULAM NUCLEAR POWER PROJECT
2 X 1000MWe (UNIT-03 & 04)

WO No: 400 442 DATED 05.08.2019



BHARAT HEAVY ELECTRICALS LIMITED
PIPING CENTRE
CHENNAI 600 017

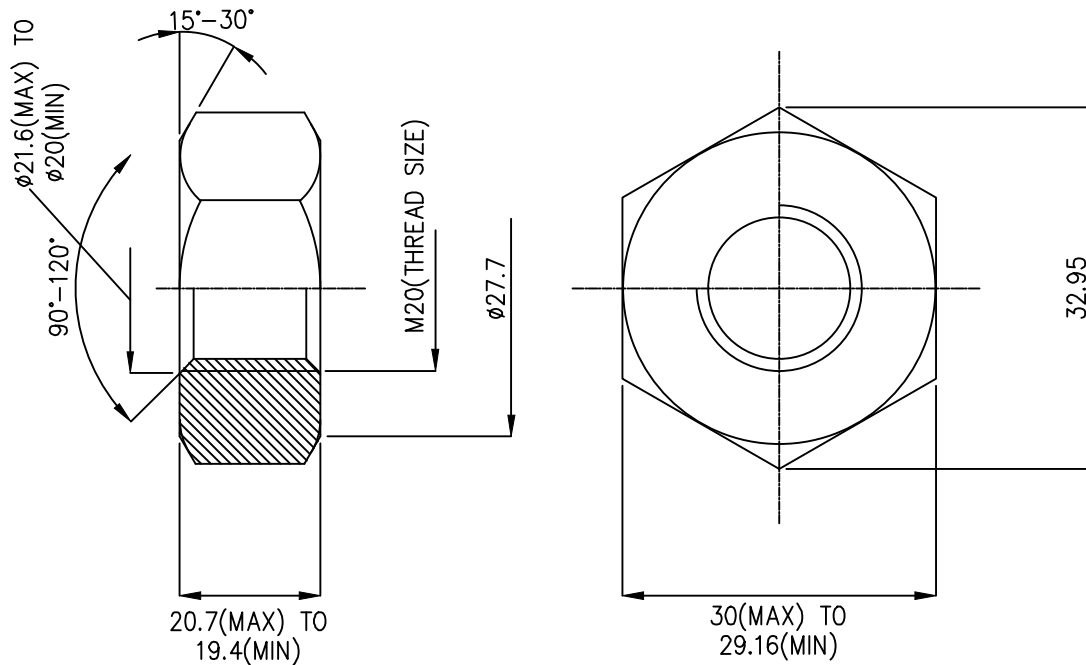
DRN	NAME B.B.GHADAI	SIGN	DATE 01.06.2020
CHD	R.BHARATH		01.06.2020
APPD	C.SARAVANAN		01.06.2020

DEPT CODE	GRADE OF UNTOL.DIM C / M / F		SCALE N.T.S	WEIGHT (KG). 0.300	REFERENCE CUSTOMER DRAWING PUQ SYSTEM-TUNNEL NO(S): 31UQZ,32UQZ,41UQZ & 42UQZ
TITLE STUD M20x2.5, L=140 SA193GRB7					CARD DRAWING NO. 4-N0-463-00031
					REV 02

ALL DIMENSIONS ARE IN MILLIMETRES

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REV 01	DATE 28.06.20	ALTERED: BB GHADAI	REV 02	DATE 14.09.20	ALTERED :BB GHADAI
		APPROVED: R.BHARATH			APPROVED :R BHARATH
MATERIAL CODE INCORPORATED REVISIONS MARKED AS Δ 01			WORK ORDER NUMBER ADDED IN TITLE BLOCK REVISIONS MARKED AS Δ 02		

**NOTES: —**

- 01 METRIC SCREW THREAD AS PER IS 4218 & TOLERANCE OF THREAD (INTERNAL IS 6H)
 02 TECHNICAL SUPPLY CONDITIONS, MANUFACTURE AND WORKMANSHIP AS PER IS:1367 AND
 NPCIL APPROVED BHEL QUALITY PLAN 7430:QPC:07

	HEX NUT M20x2.5		—	C		0 065
VAR NO.	DESCRIPTION	STD	SA 194 GR2H	A/C	UNIT	UNIT.WT.(Kg)
			MATL. CODE			QTY.
			MATL. SPECN.			

CUSTOMER : NUCLEAR POWER CORPORATION OF INDIA LIMITED**NAME OF THE PROJECT : KUDANKULAM NUCLEAR POWER PROJECT
2 X 1000MWe (UNIT-03 & 04)**

WO No: 400 442 DATED 05.08.2019



BHARAT HEAVY ELECTRICALS LIMITED
 PIPING CENTRE
 CHENNAI 600 017

DRN	NAME	SIGN	DATE
CHD	R.BHARATH		01.06.2020
APPD	C.SARAVANAN		01.06.2020

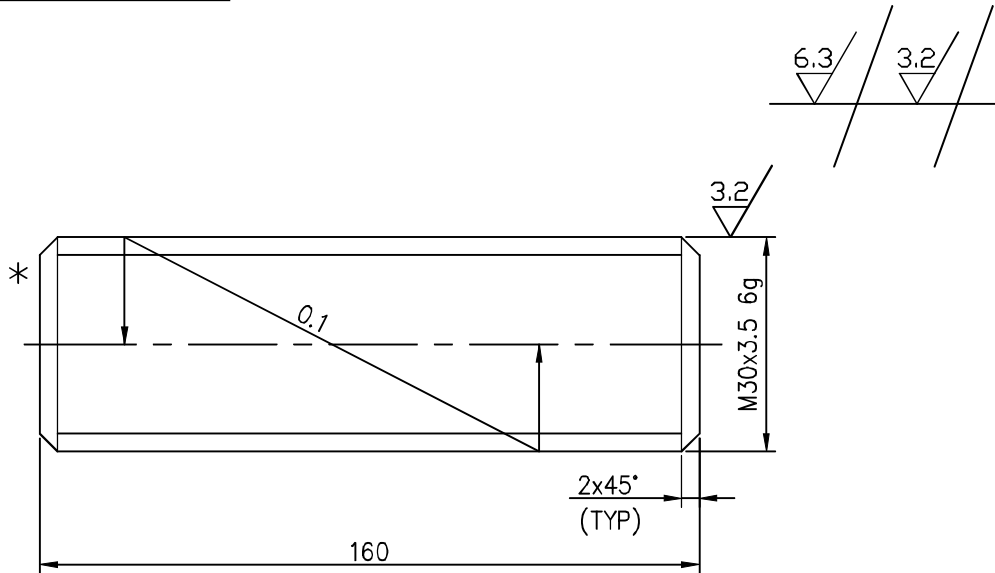
DEPT CODE	GRADE OF UNTO L.DIM C / M / F	SCALE N.T.S	WEIGHT (KG). 0.065	REFERENCE CUSTOMER DRAWING PUQ SYSTEM-TUNNEL NO(S): 31UQZ,32UQZ,41UQZ & 42UQZ	CARD DRAWING NO. 4-N0-463-00032	REV 02
TITLE HEX NUT M20x2.5 SA194GR2H						

Size A4

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REV	DATE	ALTERED :R.BHARATH
01	18.03.20	APPROVED :C.SARAVANAN
DRAWING REVISED TO TAKE CARE OF NPCIL COMMENTS. REVISIONS MARKED AS <u>01</u>		
REV	DATE	ALTERED :B.B.GHADAI
02	30.06.20	APPROVED :R.BHARATH
MATERIAL CODE UPDATED/INCORPORATED. REVISIONS MARKED AS <u>02</u>		

ALL DIMENSIONS ARE IN MILLIMETRES



NOTES: —

- REFER IS:1367 FOR TECHNICAL DELIVERY CONDITION FOR THREADED STEEL FASTENERS
- REFER IS:4218 FOR ISO METRIC SCREW THREADS.
- MATERIAL IDENTIFICATION MARK 'B-7M' SHOULD BE PUNCHED ON ANY ONE SIDE, AS MARKED WITH *
- FOLLOW NPCIL APPROVED BHEL QUALITY PLAN 7430:QPC:05

	STUD M30x3.5 L=160	94 822 075 0000	C	0 770
		SA 193 GRB7M		
VAR NO.	DESCRIPTION	MATL. CODE	A/C	UNIT
		MATL. SPECN.		QTY.

CUSTOMER : NUCLEAR POWER CORPORATION OF INDIA LIMITED

NAME OF PROJECT : KUDANKULAM NUCLEAR POWER PROJECT
2 X 1000MWe (UNIT-03 & 04)



BHARAT HEAVY ELECTRICALS LIMITED

PIPING CENTRE
CHENNAI 600 017

DRN	R.BHARATH	SIGN	—SD—	DATE	16.12.2019
CHD	I.BISWAS	SIGN	—SD—	DATE	16.12.2019
APPD	C.SARAVANAN	SIGN	—SD—	DATE	16.12.2019

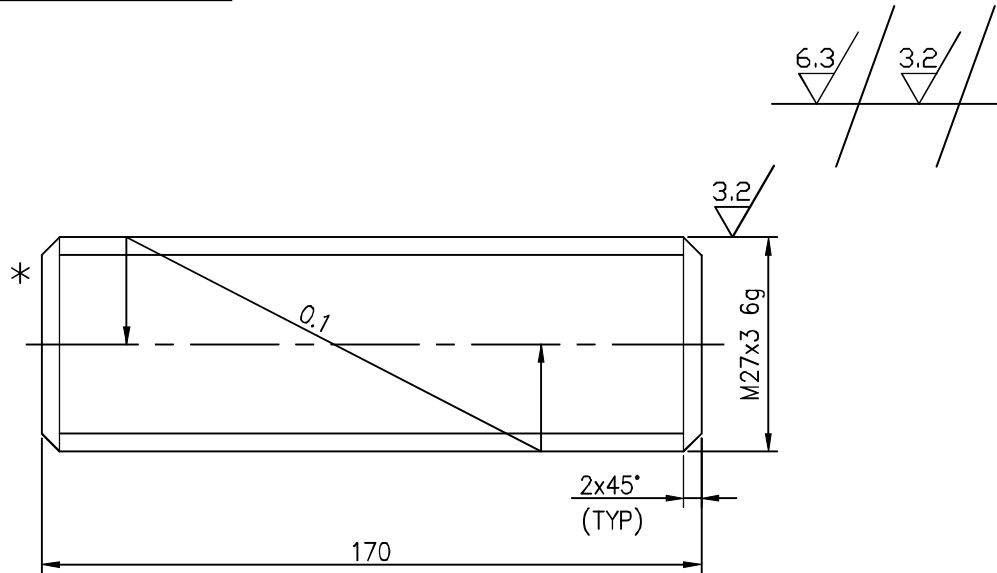
DEPT	GRADE OF TOL.DIM	SCALE	WEIGHT (KG).	REFERENCE CUSTOMER DRAWING
CODE	C / M / F	N.T.S	0.770	PEB SYSTEM-TUNNEL NO(S): 31UQZ,32UQZ,41UQZ & 42UQZ
TITLE				CARD DRAWING NO.
STUD M30x3.5 L=160 SA193 GRB7M				4-N0-468-00006
				REV
				02

Size A4

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REV	DATE	ALTERED : R.BHARATH
01	18.03.20	APPROVED : C.SARAVANAN
DRAWING REVISED TO TAKE CARE OF NPCIL COMMENTS. REVISIONS MARKED AS <u>01</u>		
REV	DATE	ALTERED : B.B.GHADAI
02	30.06.20	APPROVED : R.BHARATH
MATERIAL CODE UPDATED/INCORPORATED. REVISIONS MARKED AS <u>02</u>		

ALL DIMENSIONS ARE IN MILLIMETRES



NOTES: —

- REFER IS:1367 FOR TECHNICAL DELIVERY CONDITION FOR THREADED STEEL FASTENERS
- REFER IS:4218 FOR ISO METRIC SCREW THREADS.
- MATERIAL IDENTIFICATION MARK 'B-7M' SHOULD BE PUNCHED ON ANY ONE SIDE, AS MARKED WITH *
- FOLLOW NPCIL APPROVED BHEL QUALITY PLAN 7430:QPC:05

	STUD M27x3 L=170		94 822 070 0000	C		0	978
			SA 193 GRB7M				
VAR NO.	DESCRIPTION	STD	MATL. CODE	A	UNIT	UNIT.WT.(Kg)	
			MATL. SPECN.	C		QTY.	

CUSTOMER : NUCLEAR POWER CORPORATION OF INDIA LIMITED

NAME OF PROJECT : KUDANKULAM NUCLEAR POWER PROJECT
2 X 1000MWe (UNIT-03 & 04)



BHARAT HEAVY ELECTRICALS LIMITED

PIPING CENTRE
CHENNAI 600 017

DRN	R.BHARATH	SIGN	— SD —	DATE	16.12.2019
CHD	I.BISWAS	SIGN	— SD —	DATE	16.12.2019
APPD	C.SARAVANAN	SIGN	— SD —	DATE	16.12.2019

DEPT	GRADE OF TOL.DIM	SCALE	WEIGHT (KG).	REFERENCE CUSTOMER DRAWING	
CODE	C / M / F	N.T.S	0.978	PEB SYSTEM—TUNNEL NO(S): 31UQZ,32UQZ,41UQZ & 42UQZ	
TITLE				CARD DRAWING NO.	REV
STUD M27x3 L=170 SA193 GRB7M				4—NO—468—00007	02

Size A4