

**बिड दस्तावेज़ / Bid Document**

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	03-03-2026 15:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	03-03-2026 15:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	180 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Power
विभाग का नाम/Department Name	Bhakra Beas Managemet Board
संगठन का नाम/Organisation Name	Bhakra Beas Management Board
कार्यालय का नाम/Office Name	Bhakra Beas Management Board, Chandigarh
कुल मात्रा/Total Quantity	1
वस्तु श्रेणी /Item Category	Carbon Sealing Rings of Turbine Shaft Gland System on Proprietary basis from M/s Assam Carbon P Ltd.
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	Carbon Sealing Rings of Turbine Shaft Gland System on Proprietary basis from M/s Assam Carbon Products Limited
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Category not available on GeM for the text string uploaded by the buyer
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	<ul style="list-style-type: none"> <li>• Cable Sealing Kit</li> <li>• U-Sealing Rings (Nimonic) (BHEL)</li> </ul>
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) /Minimum Average Annual Turnover of the bidder (For 3 Years)	7 Lakh (s)
मूल उपकरण निर्माता का औसत टर्नओवर (गत 3 वर्षों का)/OEM Average Turnover (Last 3 Years)	7 Lakh (s)
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Relaxation for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Relaxation for Years of Experience and Turnover	No

**बिड विवरण/Bid Details**

विक्रेता से मांगे गए दस्तावेज़/ <b>Document required from seller</b>	Bidder Turnover,Certificate (Requested in ATC),OEM Authorization Certificate,OEM Annual Turnover,Additional Doc 1 (Requested in ATC),Additional Doc 2 (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
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेन् है/ <b>Do you want to show documents uploaded by bidders to all bidders participated in bid?</b>	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / <b>Minimum number of bids required to disable automatic bid extension</b>	1
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / <b>Number of days for which Bid would be auto-extended</b>	7
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / <b>Number of Auto Extension count</b>	1
बिड से रिवर्स नीलामी सक्रिय किया/ <b>Bid to RA enabled</b>	No
बिड का प्रकार/ <b>Type of Bid</b>	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय / <b>Time allowed for Technical Clarifications during technical evaluation</b>	2 Days
निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/ <b>Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)</b>	No
मूल्यांकन पद्धति/ <b>Evaluation Method</b>	Total value wise evaluation
मध्यस्थता खंड/ <b>Arbitration Clause</b>	No
सुलह खंड/ <b>Mediation Clause</b>	No

**ईएमडी विवरण/EMD Detail**

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईएमडी राशि/EMD Amount	13000

**ईपीबीजी विवरण /ePBG Detail**

आवश्यकता/Required

No

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने है। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।/EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.

(b).ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए। / EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

**लाभार्थी /Beneficiary :**

Sr. Accounts Officer  
Bhakra Beas Management Board, Chandigarh  
(Devender Singh)

बोली विभाजन लागू नहीं किया गया/ Bid splitting not applied.

**एमआईआई खरीद वरीयता / MII Purchase Preference**

एमआईआई खरीद वरीयता / MII Purchase Preference	Yes
मेक इन इंडिया विक्रेताओं को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% तक की सीमा में है / Purchase Preference to MII sellers available upto price within L1+X%	20
मेक इन इंडिया खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MII purchase preference	50
सार्वजनिक खरीद (मेक-इन-इंडिया को प्राथमिकता) आदेश 2017 के अनुसार केवल क्लास 1/क्लास 2 के स्थानीय आपूर्तिकर्ताओं को ही भागीदारी की अनुमति है दिनांक 16.09.2020 (समय-समय पर संशोधित एवं लागू) / Allow participation only from Class 1/Class 2 local suppliers as per the Public procurement(Preference to Make-in-india) order 2017 date 16.09.2020(as amended and applicable time to time)	Yes, in compliance with the MII ORDER : DPIIT Order(as amended and applicable time to time)

**एमएसई खरीद वरीयता/MSE Purchase Preference**

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% तक की सीमा में हो / Purchase Preference to MSE OEMs available upto price within L1+X%	15

सूक्ष्म और लघु उद्यम को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MSE purchase preference	25
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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. OEM Turn Over Criteria: The minimum average annual financial turnover of the OEM of the offered product during 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 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 OEM 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.

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 .The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023.

[OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

4. Purchase preference will be given to MSEs having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal 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 themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. 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 and Buyer will decide eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid. 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 MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 25% (selected by Buyer) percentage of total quantity. The buyers are advised to refer the OM No. F.1/4/2021-PPD dated 18.05.2023 [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

### **Carbon Sealing Rings Of Turbine Shaft Gland System On Proprietary Basis From M/s Assam Carbon P Ltd. ( 1 set )**

**(क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक/Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)**

**तकनीकी विशिष्टियाँ /Technical Specifications**

क्रेता विशिष्टि दस्तावेज़ /Buyer  
Specification Document

[Download](#)

**परेषिती/रिपोर्टिंग अधिकारी तथा मात्रा/Consignees/Reporting Officer and Quantity**

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Manoj Kumar Singh	144216,SDO S&T, Main Store, BBMB (PW), Near Pong Power House, Near Sansarpur Terrace, District Kangra, HP-176501	1	84

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

**1. Generic**

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity up to 25% of the contracted quantity during the currency of the contract at the contracted rates. The delivery period of quantity shall commence from the last date of original delivery order and in cases where option clause is exercised during the extended delivery period the additional time shall commence from the last date of extended delivery period. The additional delivery time shall be (Increased quantity ÷ Original quantity) × Original delivery period (in days), subject to minimum of 30 days. If the original delivery period is less than 30 days, the additional time equals the original delivery period. The Purchaser may extend this calculated delivery duration up to the original delivery period while exercising the option clause. Bidders must comply with these terms.

**2. Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

Kindly Note : Either the authorized dealer or its OEM can bid but both cannot not bid simultaneously.

**Additional Terms & Conditions**

**1. DELIVERY:-**

**1.1 Delivery Period**

Supply of carbon sealing rings (4 set as per Drg. No. E-3610573 & other 4 sets as per Drg. No. E-3610703) installed at Pong Power House, Talwara as stipulated in this specification shall be completed by supplier within 12 weeks from the date of receipt of technically and commercially clear order. The technical clearance of the PO will be deemed from the receipt of purchase order by the supplier, allowing one week time for postal transit in case of outstation letters and three days in case of local letters.

For all intents and purposes, the date of delivery shall be taken as 7<sup>th</sup> day after the date of readiness of material for inspection in case of purchase orders up to Rs. 5 Lac and 14<sup>th</sup> day

after the date of readiness of material in case of purchase order more than Rs. 5 Lac provided the material offered passes the inspection and proof of dispatch of material within 14 days of the receipt of dispatch authorization and road permit (wherever required) is given by the supplier. In case, however, the material fails during inspection at the works/site, as the case may be, either fully or partially or the material is not ready for inspection when the inspector visits the works for inspection, the re-inspection charges shall be recovered from the firm. The date of readiness of the material in this case will be reckoned with reference to the date from which the material/equipment is offered to be ready for the re-inspection provided the material passes the inspection that follows the offer. The road permit, wherever required, shall be supplied by the consignee expeditiously to ensure the timely dispatch of material. In case the material is not dispatched within 14 days of the receipt of dispatch authorization and the road permit (wherever required), date of delivery shall be taken as date of receipt of material by the consignee at site/store.

In case the supplier is unable to complete whole or any item of supply within stipulated period, for recognized reasons of 'Force Majeure', he shall be responsible to furnish well in time sufficient documentary evidence to the satisfaction of the purchaser to prove the existence of conditions mentioned in the Clause, so as to justify grant of extension by the purchaser of the 'Delivery Period' mentioned above. Such extension will be granted by purchaser for the period for which the completion of supply is proved, by the supplier, to have been delayed for the said reasons due to 'Force Majeure'. In case of delay in delivery, the dispatches shall be made only after obtaining written consent of the purchaser.

### **1.2 Extension of Delivery Period**

Any genuine delay in approval of technical details, issuance of amendment of purchase order, conducting inspection and approval of inspection report for allowing dispatches, etc. will count towards extension of delivery period by corresponding period other than admissible under Force Majeure conditions, if any, substantiated by the supplier and duly accepted by the purchasing authority.

## **2. TERMS OF PAYMENT**

- 2.1 100% payment along with taxes and duties within 30 working days after the receipt of material at site in good condition and according to specification, physical verification by field engineer and supplier's authorised representative and provision of MOM to consignee and buyer office, record entry by the consignee in the relevant GR/MB and generation of CRAC.
- 2.2 Bank charges will be borne by the supplier.
- 2.3 TDS of GST will be deducted as per notification no 50/2018 of 13.09.2018 of indirect Taxes.

## **3. EMD & SECURITY DEPOSIT**

Bidders has to submit the EMD amounting to Rs. 13,000/- (Rs Thirteen Thousand only) in form of Account Payee Demand Draft in the favour of Sr. Account Officer, BBMB payable at Chandigarh. Bidder has to upload scanned copy/proof of the DD along with bid.

Address for Physical submission of EMD Superintendent (General Cell), O/o Director/P&D(PPS), Flat No. 69, BBMB, SLDC Residential Complex, Industrial Area, Phase-I, Chandigarh-160002

The earnest money furnished by the successful tenderer (to the extent of 1% of GEM contract value) on whom the purchase order is placed shall be converted into security deposit as a guarantee for faithful and satisfactory execution of the Purchase Order upto the warranty Period. In case the successful bidder has not submitted EMD (due to EMD exemption on GEM), the successful bidder shall have to submit Security Deposit (to the extent of 1% of GEM contract value) upon placement of Purchase Order.

## **4. FORCE MAJEURE**

The supplier shall not be liable for any penalty charges due to the delay in manufacture or delivery of material resulting from any causes beyond the supplier's reasonable control including but not limited to compliance with regulations, orders or instructions of Central/State or Municipal Govts. or Agency thereto, acts of God, acts of civil and military authorities, fire

s, floods, strikes, lockouts, freight embargoes, war risks, riots and civil commotion's. The supplier will seek extension of delivery period within three weeks of occurrence of such an event and clearly state the anticipated delay in supply on account of such an event/events. On receipt of such a request from the supplier, extension in the delivery period may be granted for the period for which the completion of work is proved by the supplier to have been delayed for circumstances covered by reasons of Force Majeure subject to the further condition that if the delivery period is likely to be extended by more than sixty days on account of any event, the purchaser shall have the option to accept any portion of the balance material and cancel the order for the rest provided, however, that if any material had been manufactured exclusively for the purchaser under the contract prior to the commencement of Force Majeure circumstances, it shall be accepted by the purchaser and the cancellation will be without any liability for damages on the part of the supplier and without any payment of the compensation by the Board.

#### 5. **NEGLIGENCE**

If the supplier neglects to execute the work with due diligence and expedition or refuses or neglects to comply with any reasonable orders given in writing by the purchaser in connection with purchase order or contravenes the provisions of the Purchase Order, the purchaser may give 21 days notice in writing to the supplier to make good the failure, neglect or contravention complained of and should the supplier fail to comply with the notice within a reasonable time from the date of service thereof, in case of failure, neglect or contravention capable of being made good, within that time or otherwise within such time as may be reasonably necessary for making it good, then and in such case(s) the purchaser shall be at liberty to take the work wholly or partly out of the hands of the supplier and re-contract at reasonable price with any other person or persons. In such an event, it shall be lawful for the purchaser to retain any such balance which may otherwise be due by him to the supplier on any account including the amount of Bank Guarantee and apply the same towards the execution of whole or balance of the work so re-contracted, as aforesaid. If no such balance is due by the purchaser to the supplier or, if due, is not sufficient to cover the amount thus recoverable from the supplier, it shall be lawful for the purchaser to recover the whole or balance of the amount from the supplier by the action of law.

#### 6. **BANKRUPTCY**

If the supplier shall commit any act of the bankruptcy or being a corporation commences to be wound up except for reconstruction purposes, or carry on its business under a receiver, the executors, successors or other representative(s) in law of the estate of the supplier or any such receiver, liquidator, or any person(s) in whom the contract may become vested, shall forthwith give notice whereof in writing to the purchaser and shall for one month, during which the supplier shall take all reasonable steps to prevent stoppage of the work, have the option of carrying out the contract subject to the supplier providing such guarantee as may be required by the purchaser but not exceeding the value of the work for the time being remaining unexecuted. In the event of stoppage of the work, the period of the option under this clause shall be fourteen (14) days only. Provided that, should the above option not be exercised, the contract may be terminated by the purchaser by notice in writing to the supplier and the same powers and provisions reserved to the purchaser in the last preceding clause of taking the work out of the supplier's hands shall immediately become operative.

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#### 7. **WARRANTY**

The supplier shall be responsible to replace free of cost, with no transportation or insurance cost to the purchaser up to the destination, the whole or any part of the material/equipment which in normal and proper use proves defective in quality or workmanship, subject to the condition that the defect is noticed within 12 months from the date the material is commissioned/put to use or 18 months from the date of dispatch whichever period may expire earlier. The consignee or any other officer of the purchaser actually using the material will give prompt notice of each such defect to the supplier as well as the purchaser. The replacement

t shall be effected by the supplier within a reasonable time but not in any case exceeding 60 days. The supplier shall also arrange to remove the defective supply within a reasonable period, but not exceeding 60 days from the date of issue of the notice in respect thereof, failing which the purchaser shall reserve the right to dispose off the defective material in any manner considered fit by it, at the sole risk and cost of the supplier. Any sale proceeds of the defective material after meeting the expenses incurred on its custody, disposal, handling etc. shall, however, be credited to the supplier's account and set off against any outstanding dues of the purchaser against the supplier.

These provisions shall also equally apply to the replaced material. In case the material is again found to be defective within a period of 12 months of its replacement, it shall also have to be replaced similarly.

8. **WARRANTY DEED**

The supplier shall execute a Warranty Deed (on the Standard Performa to be supplied by the purchaser), on a non-judicial stamp paper required for such deeds as per the relevant act of the State in which it will be executed and signed and shall be kept valid for the Warranty period. The Warranty Deed shall be supplied immediately after placement of purchase order.

9. **REPLACEMENT OF REJECTED MATERIAL**

8.1 Material found damaged, sub-standard, defective or not conforming to the prescribed specifications in any manner, at the consignee's end, shall not be accepted and an intimation to this effect shall be given to the supplier and the purchaser by the consignee. The supplier shall rectify or replace the defective / sub-standard material forthwith and in any case, within a period of 60 days from the date of intimation of rejected supplies. If the supplier fails to rectify or replace the defective/ sub-standard material or make good the damages within the period specified above, the balance payment/ Bank guarantee as the case may be, shall be with-held until the defective material has been replaced by or the advance payment made in respect thereof refunded by the supplier. The purchaser shall reserve the right to get the defects/ damages rectified at the supplier's cost or to dispose off such material and adjust the sale proceeds thereof, if any, against its claim on supplier. The cost of rectification or balance of purchaser's claim against the supplier shall be adjusted from the supplier's pending dues and/ or security deposits against this or any other contract in force and the balance of the cost/ claim shall be recovered from the supplier by action of the law. All expenses involved in the replacement by way of handling, transportation, storage etc. shall be on supplier's account.

8.2 In respect of the defective, sub-standard supplies, the date on which such a supply is replaced, shall be reckoned as the effective date of delivery there against and the delay shall be worked out accordingly with reference to the date on which the supply was due as per the terms of purchase order, for the purpose of determining penalties/charges recoverable under penalty clause.

8.3 The provisions of sub-clause 8.1 and 8.2 above shall apply, mutatis mutandis, to the material found substandard or defective during the period of warranty.

10. **PERFORMANCE BANK GUARANTEE**

The supplier shall furnish a Performance Bank Guarantee (on a standard Performa to be supplied by the purchaser) of the value of 10% of the contract to cover the satisfactory working of the material during the period of Warranty and it shall also be kept valid till such time any claim of the purchaser is pending against the supplier. As the bank Guarantee is to remain valid for the entire currency of the contract, including the currency of the warranty period, the supplier shall be asked for getting the validity of the Bank Guarantee suitably extended to cover any extension in the delivery period or warranty period agreed to by the purchasing authority or where any claim of the Board is still pending against the supplier. The Performance Bank Guarantee shall be furnished by the supplier one month before the commencement of delivery.

11. **TESTS & INSPECTION**

11.1 **Intimation of Inspection**

The purchaser reserves the right to send his representative at any time for carrying out/witnessing inspection/tests on the material during the manufacture/completion at the works of the supplier. The supplier shall intimate 15 days in advance to the purchaser, the place and probable date on which the manufacture of equipment/material is likely to commence to enable him to make arrangements for inspection during manufacture and witnessing tests. The supplier shall ensure to provide facilities and other arrangements for inspection/tests.

11.2 **Access to the manufacturer's works**

The inspector to be deputed by the purchaser shall have at all reasonable times, access to the manufacturer's premises/works and shall have the right to examine workmanship and the material during the course of manufacture. If part of the material is being manufactured at other premises, the supplier shall obtain permission for the purchaser's inspector to inspect as if at the manufacturer's premises.

11.3 **Tests on completion of manufacture**

When the material is ready for final tests, the supplier shall give to the purchaser notice of its being so ready for inspection and the purchaser's representative(s) shall attend the manufacturer's premises for inspection and witnessing the routine/acceptance tests within 15 days of the receipt of notice from the supplier. In case the representative(s) of purchaser finds on arrival at supplier's premises that the material was not ready for inspection and notice given was infructuous, the expenditure incurred by the purchaser on arranging for such inspection shall be recovered from the supplier.

11.4 **Certificate of Tests and Inspection**

When the tests and inspection have been satisfactorily carried out by the Inspector (purchaser's representative) at the manufacturer's premises, the test certificates of each batch of supply shall be submitted in quadruplicate by the supplier to the Planning & Design (Power Plants) Directorate, BBMB(PW), Flat no. 69, SLDC Residential Complex, Industrial Area, Phase-I, Chandigarh-160002 for approval. The purchaser shall then convey approval of Test Certificates and issue dispatch authorization. The issue of the dispatch authorization shall not, however, relieve the supplier of his responsibility towards proper quality and Performance of material ordered. No material shall be dispatched without prior inspection and approval of test certificates and issue of dispatch authorization from the purchaser, unless otherwise directed by the purchaser to do so.

11.5 **Material destroyed during test**

Material destroyed during tests shall not be counted against quantities to be supplied against the contract and no payment whatsoever shall be made for such material.

11.6 **Consignee's right of rejection**

Notwithstanding any approval which the Purchaser may have given in respect of the material, it shall be lawful for the consignee to reject the material or any part thereof on behalf of the purchaser within a reasonable time after actual receipt thereof by him if the material or any part thereof is not in conformity with the terms and conditions of the contract whether on account of any loss, deterioration or damage before dispatch/delivery or during transit and the supplier shall be responsible for rectification of all defects noticed by the consignee after receipt of material and follow up all the related claims with the insurance company, etc.

11.7 **Submission of Inspection Test Reports with dispatch documents**

A photocopy of the Inspection/Test reports signed/approved by the purchasing authority as per sub-clause 10.4 above or of letter conveying approval of Test Certificates and dispatch authorization shall be attached by the supplier to the letter forwarding the receipted goods challan. However, if the inspection is waived off by the purchaser, the supplier shall attach a copy of the purchaser's letter waiving off inspection with R.R or receipted goods challan. Such material will be subjected to test wherever possible and inspection at the consignee end and defects, if noticed shall be notified promptly to the supplier for rectification or replacement of material as necessary.

Note- Inspection shall be done as per BBMB approved QAP, which shall be submitted by seller within 20 days of placement of PO for approval.

12. **LIQUIDATED DAMAGES**

If the supplier fails to abide by the provisions of clause 'Delivery Period', he shall be liable to pay @ ½% per week or part thereof of the ex-works delivery price excluding taxes and duties (but including freight and insurance charges where break-up of FOR destination price is not available) of such portion of material as has not been delivered within the 'Delivery period' subject to maximum of 10% of the contract value of the delayed/ undelivered portion of the material.

13. **INTER- CHANGEABILITY**

Corresponding parts of Plant and Equipment shall be made to gauge or jig and shall be interchangeable in every respect.

14. **TRANSPORTATION, INSURANCE AND HANDLING OF MATERIAL**

The supplier shall be responsible for transportation, insurance and handling of material up to the destination station as per dispatch instructions. The material shall be dispatched by only Road "Freight Pre-paid". The purchaser shall have the right to lodge claims for shortage /damages etc, if any, during transit with the supplier within 30 days of the receipt of the material. The settlement of such claims with the underwriter shall be supplier's responsibility. In such an event the purchaser shall obtain an open delivery and certification from the Carrier.

15. **ARBITRATION**

If at any time any question, dispute or difference, whatsoever, shall arise between the Purchaser and the Supplier, upon or in relation to or in connection with the Contract either party may forthwith give to the other, notice in writing of the existence of such question, dispute or difference and the same shall be referred to award of an arbitral tribunal, whose decision shall be final and binding on the parties and the provisions of The Arbitration and Conciliation Act, 1996 and of the rules there under and any statutory amendment/ modification or re-enactment thereof, for the time being in force, shall be deemed to apply to and be incorporated in the Contract. Arbitral Tribunal shall comprise 'N' No. of Arbitrators where 'N' shall be an odd number. (N-1)/2 No. of Arbitrator shall be appointed by the Supplier and the Purchaser each and the remaining 1(one) No. Arbitrator shall be appointed by the aforementioned N-1 Arbitrators who shall act as the Presiding Arbitrator. In case N=1, the sole arbitrator will be appointed with mutual consent of the Supplier and the Purchaser."

Such a notice of the existence of any question, dispute or difference in connection with contract shall be served by either party within 180 days of the issue of receipt by the consignee for each consignment, failing which all rights and claims under this contract shall be deemed to have been forfeited and absolutely barred.

In case the order is placed on any Central Govt Dept or CPSU, settlement of dispute will be effected as per latest prevailing mechanism/instructions as per Department of Public Enterprises, Ministry of Heavy Industries and Public Enterprises, GOI, OMs.

The work under the contract shall, if reasonably possible, continued during the Arbitration proceedings and no payment due or payable by the purchaser shall be withheld on account of such proceedings.

16. **CANCELLATION OF PURCHASE ORDER**

The purchaser shall have right to amend or cancel the order at any time before the receipt of intimation regarding manufacturing of material, if he is satisfied that the delay in execution

on of order by supplier is willful and detrimental to the interest of the purchaser. In case where after the commencement of the manufacturer, there is a willful delay on part of the supplier to manufacture/dispatch of the material, the purchase may cancel the order for whole/unexecuted portion after giving of 15 days to the supplier.

17. **JURISDICTION OF COURT**

In case of any dispute between the parties, the Courts at Chandigarh only shall have the jurisdiction to settle/decide and adjudicate upon such matters. Before approaching the court of law, any dispute or difference arising in connection with the contract shall be referred by either party for arbitration in accordance with Clause-14 above.

18. **PACKING**

All equipment shall be securely packed for safe delivery at destination and the supplier shall be responsible for all losses or damages caused or occasioned due to improper or defective packing. Double boxing to give extra protection to the equipment against mechanical injury shall be used, if required. BBMB is an ISO 14001:2004 certified organization and thereby expects that the supplier employs environmentally sound practices. Therefore, packing material should be biodegradable in nature. Due care should be taken during handling and transportation.

All parts requiring protection from moisture including polished parts which rust rapidly, shall be double boxed with trapper or in such other approved manner. All boxes shall be marked with signs indicating the up and down sides of the boxes and also unpacking instructions considered necessary by the supplier. The contents of the boxes shall have place marks corresponding to the number in the packing list to enable easy identification. The prices include packing charges and as such, no extra payment shall be made on this account.

19. **DUTIES/TAXES**

A) The Bhakra Beas Management Board (Power Wing) is registered dealer registered vide GSTIN No 02AAALB0193K1ZJ (For HP).

The statutory payment of GST and other taxes, if any, will be made extra at the rate as applicable at the time of supply but limited to the rates prevailing within the contractual delivery period.

The rates at which GST shall be charged should be indicated clearly and separately. Further, keeping in view the provisions 'Anti-profiteering measure' as laid under the provisions of Section 171 of CGST Act, the tenderer shall clearly indicate that whether any reduction in rate of tax on any supply of goods or services or the benefit of Input Tax Credit accrued to the seller an account of such supply of goods or services shall be passed on to the purchaser and if so exact amount or percentage of quoted price which shall be credited to purchaser be specifically intimated in the offer."

B) Income tax

Income tax as applicable, shall be deducted at source by the paying authority.

C) TDS as per central tax notification no. 50/2018 dated 13.09.2018 will be deducted.

3. **Buyer Added Bid Specific ATC**

Buyer uploaded ATC document [Click here to view the file.](#)

## अस्वीकरण/Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
16. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

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

**All GeM Sellers/Service Providers shall ensure full compliance with all applicable labour laws, including the provisions, rules, schemes and guidelines under the four Labour Codes i.e. the Code on Wages, 2019; the Industrial Relations Code, 2020; the Occupational Safety, Health and Working Conditions Code, 2020; and the Code on Social Security, 2020 as and when notified and brought into force by the Government of India.**

**For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972, etc. and relevant State Rules) shall continue to remain applicable.**

**The Seller/ Service Providers shall, therefore, be responsible for ensuring compliance under:**

- **All notified and enforceable provisions of the new Labour Codes as mentioned hereinabove; and**
- **All operative provisions of the erstwhile Labour Laws until their complete substitution.**

**All obligations relating to wages, social security, safety, working conditions, industrial relations etc. and any other statutory requirements shall be strictly met by the Seller/ Service Provider. Any non-compliance shall constitute a breach of the contract and shall entitle the Buyer to take appropriate action in accordance with the contract and applicable law.**

[यह बिड सामान्य शर्तों के अंतर्गत भी शासित है /This Bid is also governed by the General Terms and Conditions](#)

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।/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.

**---धन्यवाद/Thank You---**