

Bid Document

Bid Details	
Bid End Date/Time	06-08-2021 09:00:00
Bid Opening Date/Time	06-08-2021 09:30:00
Bid Life Cycle (From Publish Date)	90 (Days)
Bid Offer Validity (From End Date)	60 (Days)
Ministry/State Name	Ministry Of Petroleum And Natural Gas
Department Name	Na
Organisation Name	Hindustan Petroleum Corporation Ltd
Office Name	Petroleum House
Total Quantity	19
Item Category	Advance Fire Monitor (Fire Sprinkler Systems)
Minimum Average Annual Turnover of the Bidder	8 Lakh (s)
OEM Average Turnover (Last 3 Years)	8 Lakh (s)
Years of Past Experience required	3 Year (s)
MSE Exemption for Years Of Experience and Turnover	Yes
Startup Exemption for Years of Experience and Turnover	No
Document required from seller	Experience Criteria,Past Performance,Bidder Turnover,Certificate (Requested in ATC),OEM Authorization Certificate,OEM Annual Turnover,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
Past Performance	30 %
Bid to RA enabled	No
Time allowed for Technical Clarifications during technical evaluation	2 Days
Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
Estimated Bid Value	2755000
Evaluation Method	Total value wise evaluation

EMD Detail

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

ePBG Detail

Advisory Bank	ICICI
ePBG Percentage(%)	3.00
Duration of ePBG required (Months).	18

(a). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

Beneficiary:

SENIOR MANGER PURCHASE, CPO-SZ
HPCL SOUTH ZONE GM OFFICE, SOUTH ZONE THALAMUTHU NATARAJAN BLDG GANDHI IRWIN ROAD, EGMORE,
CHENNAI - 600008
(Hindustan Petroleum Corporation Limited)

Splitting

Bid splitting not applied.

MII Purchase Preference

MII Purchase Preference	Yes
-------------------------	-----

MSE Purchase Preference

MSE Purchase Preference	Yes
-------------------------	-----

1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria". If the bidder is OEM of the offered products, it would also be exempted from the "OEM Average Turnover" criteria. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
2. 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.
3. 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.
4. 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.

5. 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.

6. 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.

7. 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.

8. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 30% of bid quantity, in at least one of the last three Financial years before the bid opening date to any Central / State Govt Organization / PSU / Public Listed Company. Copies of relevant contracts (proving supply of cumulative order quantity in any one financial year) to be submitted along with bid in support of quantity supplied in the relevant Financial year. In case of bunch bids, the category related to primary product having highest bid value should meet this criterion.

Advance Fire Monitor (Fire Sprinkler Systems) (19 pieces)

(Minimum 50% Local content required for MII compliance)

Brand Type	Registered Brand
------------	------------------

Technical Specifications

[* As per GeM Category Specification](#)

Specification	Specification Name	Bid Requirement (Allowed Values)
GENERIC	Fire Monitor Higher Capacity	Water cum Foam Monitor device, designed to throw high volume of water or Foam mixture in form of Jet, Fog & curtain to defuse Fire, Water Monitor device, designed to throw high volume of water in form of Jet, Fog & curtain to defuse Fire
	Specification	UL Listed as per UL 162
	Media Type	Water and Foam
	Nozzle	With water/foam barrel with aspirating type Jet and Fog Pattern, With non-aspirating type Jet and Fog Pattern Nozzle

Specification	Specification Name	Bid Requirement (Allowed Values)
	Flow Rate Discharge Capacity AT 7 Kg/cm²(G) (± 5%)	500-750 GPM
	Remote Operation	With Remote (Wired & Wireless), Without
	Nozzle Type	Variable Flow Nozzle
	Discharge Size	75.0
	Inlet Size	100.0
	Foam Induction Mechanism	Self
Constructional	Mounting Arrangement	Fixed Stand Post
	Constructional Material for Monitor	SS304, SS316
	Tyres of Trolley / Trailer	Pneumatic Tyre, Tubeless Tyre, NA
	Remote Mechanism	Electric, Hydroelectric, NA
	FRLS Cable with cable tray - Signal and Power	100 m, 200 m, NA
	Motorized Operated Valve	No
Certification	Certification of Product	UL certified
	Listing of Product	UL
	Warranty Period	2, 5

Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	R Mero Infanto	600120,CHENNAI NEW TERMINAL, NCTPS ROAD, ATHIPATTU PUDU NAGAR, VALLUR VILLAGE ,CHENNAI - 600120	19	15

Buyer Added Bid Specific Additional Terms and Conditions

- Actual delivery (and Installation & Commissioning (if covered in scope of supply)) is to be done at following address R Mero Infanto HPCL Chennai New Terminal Athipattu Pudu Nagar, Vallur Village Thiruvallur Pin code: 600120.
- 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.

3. **Consortium:** In case of Contracts, wherein the seller alone does not have necessary expertise, the seller can form consortium with other sellers for submission of the bid, with one of the consortium company as leader. However, each and every member of the consortium shall be equally responsible for the complete execution of the project contract. An undertaking to this effect is to be uploaded with bid.
4. **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 1 year before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the year. In case of bunch bids, the primary product having highest value should meet this criterion.
5. **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.
6.
 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.
7. 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.
8. Without prejudice to Buyer's right to price adjustment by way of discount or any other right or remedy available to Buyer, Buyer may terminate the Contract or any part thereof by a written notice to the Seller, if:
 - i) The Seller fails to comply with any material term of the Contract.
 - ii) The Seller informs Buyer of its inability to deliver the Material(s) or any part thereof within the stipulated Delivery Period or such inability otherwise becomes apparent.
 - iii) The Seller fails to deliver the Material(s) or any part thereof within the stipulated Delivery Period and/or to replace/rectify any rejected or defective Material(s) promptly.
 - iv) The Seller becomes bankrupt or goes into liquidation.
 - v) The Seller makes a general assignment for the benefit of creditors.
 - vi) A receiver is appointed for any substantial property owned by the Seller.
 - vii) The Seller has misrepresented to Buyer, acting on which misrepresentation Buyer has placed the Purchase Order on the Seller.
9. Scope of supply (Bid price to include all cost components) : Supply Installation Testing and Commissioning of Goods
10. **Bidder Turn Over Criteria:** 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 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.
11. **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. In case of bunch bids, the OEM of CATEGORY RELATED TO primary product having highest bid value should meet this criterion.
12. Buyer Added text based ATC clauses

Variable flow foam cum water monitor: 500gpm – 750gpm; Conforming to UL162/FM; Type: Non-

aspirating type, self-locking type with arrangement of Jet & Spray; Foam feeding shall be done by pickup fitted directly at nozzle; induction arrangement shall be UL listed or FM approved; Size Barrel: 75mm barrel (single barrel type); Discharge capacity: 750-500 USGPM at 7kgf/sq.cm; Design Pressure: 16kgf/sq.cm; Working pressure: 7kgf/sq.cm min. 13.2kgf/sq.cm max; Hydrostatic test pressure (without nozzle): 25kgf/sq.cm (leak proof) for 5 minutes; Rotation: Horizontal plane: 360o in either direction; Vertical plane: 135o (+90o upward, -45o downward); Material of construction: SS 316; Body (pipes/bends): SS 316; Aqua fog foam nozzle: SS 316; Pickup tube: PVC tube reinforced with high tensile steel wire helix as per ASTM D1785 Sch80 (3-4mtrs. length); Swivel joint: SS 316; Swivel shall have SS ball bearing with efficient sealing; Hand wheel/worm wheel operated gear unit: SS 316; There shall be separate hand wheels for horizontal and vertical movement of the monitor; The arrangement shall be such that monitor movements can be done by a single person; all the gear mechanisms shall be sealed by proper enclosure to avoid accumulation of dust on lubricated parts; both the traversing mechanism shall be self-locking type; Dip tube (strainer): SS 316; Flange drill dimensions: 4"NB as per ANSI B 16.5 150#R/F; Induction: 3.0-3.9% (with AFFF – 3% Foam); Expansion: 1:3 to 1:4 (with AFFF – 3% Foam); Suitable to induct foam which shall be AFFF/AR-AFFF; Flow adjustment positions of 750 and 500GPM shall be permanently marked on the nozzle; Marking: Manufacture date; Year of manufacture; Purchaser's name; Discharge capacity GPM/LPM; UL Marking; Painted with 3 coats of luminous yellow as per OISD STD 244 and conforming to relevant IS/other applicable codes over two coats of red oxide zinc chromate primer. DFT achieved shall be less than 50micron. Hand wheel & nozzle is of natural finish

1. The monitor shall be variable flow adjustment type and it should be possible to set both the flow rates easily and quickly at site by the operator

There shall not be any flange joint on the monitor body except one on the base flange. Other joint between monitor body and nozzle shall be threaded type. □

A pressure gauge to indicate the inlet pressure shall be fitted in the monitor body near inlet of nozzle.

Pressure drop across the monitor should be less than 0.7kg/sq.cm □

A drain connection with valve shall be provided near the base flange. Drain connection/drain valve shall be SS 316 □

The monitor shall be so designed as to resist the nozzle reaction forces during operation and shall be capable of being handled by one person. It should be possible to operate the monitor at 10.5kg/sq.cm pressure at inlet flange □

Vendor shall supply all necessary accessories for installation of monitors such as fasteners, gaskets, washers, etc., □

Material of construction for all fasteners, gaskets, washers – Stainless Steel □ Hexagonal bolts & nuts shall conform to latest version of IS 1364/ISO 4014; Nominal Dia: 12mm; Nominal Length: 80mm; Property Class: 8.8; Total of 8nos. required per monitor □

Plain washers shall conform to latest version of IS 2016 or equivalent; Shall conform to all specifications mentioned against bolt of size, M12 (IS 2016); Total of 32nos. required per monitor □

Precut gaskets shall conform to ASME B16.21 standards suitable for flanges - 4" NB as per ANSI B 16.5 150#R/F; Gasket thickness: 3mm; Shall withstand max. operating pressure of 25bar; Total of 2nos. required per monitor

Vendor shall submit all test certificates and approvals as sought by the engineer in charge. Dispatch of materials has to be done only after receiving clearance from concerned engineer in charge; Packaging, forwarding, freight, in transit insurance, delivery at Chennai New Terminal, any other applicable charges, complete and all inclusive. Scope also include unloading and shifting to place of storage as per instruction from engineer in charge. Scope includes engaging one of the HPCL approved parties. Use of crane or other special machineries for execution of job shall not be paid extra

Additional Technical Specifications: □

Performance With pressure of 7 Kg/CM² (g) at base flange, and Nozzle at 300 deg. from horizontal the Monitor shall be capable of giving following performance of horizontal throws :

Minimum Flow (USGPM) Minimum Horizontal Water Throw (Unit : Meters) Minimum Horizontal Foam Throw (Unit : Meters) Minimum Vertical Foam Throw (Unit : Meters) 750 60 55 20 500 50 45 20

Throw to be calculated on the basis of arithmetic average of throws (measured from monitor base flange

to approximate centre of the footprint) in downwind & upwind directions at prevailing wind speed (maximum 4 KM/hr.) at the time of performance test.

WORKMANSHIP AND FINISH

All the parts shall have good workmanship and finish. All burrs and sharp edges shall be removed. Passages for foam/water shall have smooth finish.

PAINTING AND MARKING

All external surfaces shall be properly shot blasted & provided with two coats of primer followed by two coats of final paint finish of 50 micron (Fire Red).

Each monitor shall be clearly and permanently marked (embossed on SS plate) with the following: a) Manufacturer's/Supplier's name b) Year of manufacturer c) Purchaser's name and order reference d) Capacity e) UL/FM marking for monitor

Note to Bidder: □

Work measurements are based on latest version of relevant Indian/International Codes & Standards. Photos need to be taken at work site and submitted for verification. □

Payments will be done only for materials/works physically made available at terminal on completion of work. Payments for materials consumed as a result of work completion shall not be paid. □

Cranes/equipment used for work shall possess all statutory work documents as per instruction given by Engineer In Charge.

DELAYED DELIVERY/ LIQUIDATED DAMAGES:

In the event of failure to effect deliveries or complete the supplies as per the delivery schedule mentioned, then a penalty of 0.5% on the value of the balance quantity for every week delay or part thereof subject to a maximum of 5% of the total basic value (excluding the taxes and duties) shall be deducted. If the delay goes beyond 5 weeks, HPCL reserves the right to procure such undelivered quantities from alternate sources at the cost and risk of the successful tenderer and any additional cost / expenses incurred for such procurement shall be debited to the tenderer and shall be recovered from any amount due to him from the corporation. Liquidated damages/ Delayed Delivery if any will be imposed on the basis of total balance quantity.

SUPPLY SCHEDULE

A detailed bar chart showing various activities shall be prepared by the tenderers. The work shall be executed strictly as per the agreed time schedule

The bar chart shall depict the various stages of manufacturing including third party inspection and door delivery dates.

The entire bar chart timeframe shall be within the schedule contractual completion timeframe as advised in the tender.

TESTS AND INSPECTION

The contractor shall carry out the various tests as enumerated in the technical specifications of this tender document and the technical documents that will be furnished to him during the performance of the work. No separate payment shall be made.

The contractor shall carry out at his cost, all the tests either on the field or through external laboratories, concerning the execution of the work and supply of materials by the contractor.

The work is subject to inspection at all times by the Engineer-in-charge. The contractor shall carry out all instructions given during inspection and shall ensure that the work is being carried out according to the technical documents and the relevant codes of practice during the performance of the work.

Any work not conforming to the execution drawings, specifications or codes shall be rejected forthwith and the contractor shall carry out the rectification at his own cost.

Results of all inspection and tests shall be recorded in the inspection reports, test reports etc., which will be approved by the Engineer incharge. These reports shall form part of the completion documents.

Inspection and Acceptance of works shall not relieve the contractor from any of his responsibilities under this contract.

Delivery Period:

Vendor has to complete all deliveries mentioned under scope of P.O within 45 days from the date of LOI or P.O whichever is earlier

PENALTY CLAUSE

In case of any break down/ damage / non-functionality of the any terminal properties the expenses (direct/indirect) incurred for rectification of the subject equipment shall be recovered from the vendor in full or part with maximum limitation of liability as defined in GTC. The recovery of the expenses will be from the existing bills, previous bills or any other bills of the subject vendor pertaining to any locations of HPCL.

Guarantee:

The product shall be guaranteed against failure/or any other condition as defined in GTC for a period of 12 months from the date of commissioning or 18 months from the date of last quantified item supplied, whichever is later

. INSPECTION & TESTING

Prior to dispatch from vendor's shop the following acceptance tests shall be carried out by the third party inspection agencies (M/s. Lloyd's, M/s. Bureau Veritas, M/s. DNV, M/s. Indian Registry of Shipping, M/s. EIL, M/s. Mecon, M/s. CEIL, M/s. SGS, M/s. TUV) to the complete satisfaction of owner's representative/OWNER authorized inspection agency without any extra cost to owner. All consumables (e.g. water, foam compound etc.) shall be arranged by vendor at his own cost. Vendor shall arrange all facilities to carry out inspection & testing. □

Positive Material Identification (PMI) test for 10% of the monitors.

Review of material test certificates.

Visual and dimensional check.

Hydraulic test of each monitor body at minimum 25kg/cm² or hydraulic test pressure specified by UL/FM listed/approved whichever is higher. The pressure shall be held for minimum five minutes without any leakage or distortion of the any part.

Performance test shall be carried out for 100% monitors. Testing shall be carried out to verify the following performance parameters as per above specification:

Measurement of Flow Rates (750 USGPM & 500 USGPM) at 7kg/cm² pressure at inlet flange (Deviation of +5% acceptable) □ Horizontal Movement at 750 USGPM flow manually by handle or hand wheel. □

Vertical Movement at 750 USGPM flow manually by handle or hand wheel.

Jet/spray pattern adjustment manually using lugs/handle.

Horizontal Throw for foam & water at both 750 USGPM & 500 USGPM settings (pressure □ at inlet flange 7 kg/cm²)

Vertical Throw for foam at 750 & 500 USGPM settings (pressure at inlet flange 7.0 Kg/cm²)

Foam Expansion ratio 1:3 to 1:4.

Induction rates at both 750 USGPM & 500 USGPM settings.

Smooth functioning of Changeover of flows by single person without using tools Owner or his representative shall have access at all reasonable times to vendor's works where the appliance or its accessories are being fabricated and tested

. INFORMATION/DOCUMENTS REQUIRED FROM VENDOR

1. WITH BID

- a) Details and drawings of the offered foam cum water monitor with bill of material of monitor & accessories. Details & Drawings shall be in line with UL/FM listed/approved approval document of the vendor.
- b) Performance details like • Projectile curves of both water and foam streams showing horizontal & vertical throw for foam and water at Nozzle angles 30, 45, 60 and 75 degree from horizontal planes. • Foot print (shape, size, area) of both streams at landing zone.
- c) K-factor of the nozzle with supporting calculations.
- d) Pressure drop across the monitor
- e) Vendor to give details of the proposed foam induction system and schematic sketch of the monitor with Foam induction and foam source along with the technical bid.
- f) Valid certificates of UL/FM listed/approved approval of offered manually operated foam cum water monitor, foam nozzle and foam induction mechanism.
- g) Proven Track Record of the offered or higher capacity variable flow monitor as per OISD 117.
- h) General arrangement Plan (GAP) incorporating the stipulated inspection and testing requirements.

NOTE: 4 sets of final frozen drawings to be provided by the vendor as and when asked for by the owner before start of fabrication for approval from the owner.

2) AT THE TIME OF SUPPLIES

4 sets of documents (duly certified) to be provided.

- a) As built drawings of monitor assembly.
- b) Installation procedure.
- c) All inspection and testing records.
- d) Operating and instruction manual.
- e) Testing and maintenance procedure/manual.

REJECTION, REMOVAL OF REJECTED GOODS AND REPLACEMENT

a) In case during the testing and inspection at any stage by Inspectors reveal the equipment, material and workmanship do not comply with specification and requirements, the same shall be removed by the Vendor at their / its own expense and risk within the time allowed by the Corporation. The Corporation shall be at liberty to dispose of such rejected goods in such manner as they may think appropriate. In the event the Vendor fails to remove the rejected goods within the period as aforesaid, all expenses incurred by the Corporation for such disposal shall be to the account of the Vendor. The freight paid by the Corporation, if any, on the inward journey of the rejected materials shall be reimbursed by the Vendor to the Corporation before the rejected materials are removed by the Vendor.

b) The Vendor will have to proceed with the replacement of that equipment or part of equipment without claiming any extra payment if so required by the Corporation. The time taken for replacement in such event will not be added to the contractual delivery period.

SHIPMENT AND SHIPMENT NOTICES

- a. The Vendor shall make shipment only after prior approval by Inspectors whenever specifically mentioned. In the event of the Vendor having been advised to hold shipments(s) for any reason whatsoever the Vendor shall hold the materials in his / its warehouse for at least 30 days without any compensation; or without prejudice to any reduction in price already accrued on account of delay.
- b. Within 24 hours of shipment, Vendor shall inform dispatch particulars to Corporation by courier / email
- c. The Vendor shall carefully note the destination of materials
- d. The demurrage or other expenses incurred owing to any negligence, delay, and default on the part of the Vendor will be to Vendor's account.

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---