

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	07-06-2024 09:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	07-06-2024 09:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	180 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Maharashtra
Department Name/विभाग का नाम	Home Department Maharashtra
Organisation Name/संगठन का नाम	Maharashtra State Road Transport Corporation
Office Name/कार्यालय का नाम	400008
Total Quantity/कुल मात्रा	44400
Item Category/मद केटेगरी	Trichloroethylene, Technical as per IS 245 (Q2)
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	68 Lakh (s)
OEM Average Turnover (Last 3 Years)/मूल उपकरण निर्माता का औसत टर्नओवर (गत 3 वर्षों का)	68 Lakh (s)
MSE Exemption for Years Of Experience/अनुभव के वर्षों से एमएसई छूट/	Yes
Startup Exemption for Years Of Experience/अनुभव के वर्षों से स्टार्टअप छूट/ and Turnover/ टर्नओवर के लिए स्टार्टअप को छूट प्राप्त है	Yes
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Bidder Turnover, Certificate (Requested in ATC), OEM Authorization Certificate, OEM Annual Turnover *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/बिड से रिवर्स नीलामी सक्रिय किया	No
Type of Bid/बिड का प्रकार	Two Packet Bid
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days

Bid Details/बिड विवरण	
Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
Estimated Bid Value/अनुमानित बिड मूल्य	13700000
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation

EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	270000

ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)	5.00
Duration of ePBG required (Months) / ईपीबीजी की अपेक्षित अवधि (महीने).	24

(a). 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./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने हैं। 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।

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

Beneficiary/लाभार्थी :

GM S & P

Home Department Maharashtra, Maharashtra State Road Transport Corporation, Stores & Purchase Dept. Mumbai Cental, Mumbai-400008
(Msrtc, Stores Purchase Fund Account)

Splitting/विभाजन

Splitting Applied	Yes
Maximum No. Of Bidders Amongst Which Order May Be Split	2
Split Criteria based on which quantity will be distributed	As per award of business criteria, mentioned in ATC.

MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	No
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MII Purchase Preference/एमआईआई खरीद वरीयता

MII Purchase Preference/एमआईआई खरीद वरीयता	No
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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" subject to meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. 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. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to their meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. 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.
3. 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.
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. 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.

Trichloroethylene, Technical As Per IS 245 (44400 liter)

Technical Specifications/तकनीकी विशिष्टियाँ

[* As per GeM Category Specification/जेम कैटेगरी विशिष्टि के अनुसार](#)

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
Description	Type	Type 1- A stabilized material suitable for metal degreasing, dry cleaning, extraction of oil and fats and similar purposes.
Packing	Packing material	HDPE barrel
	Packing Size (in litre)	200

Additional Specification Parameters - Trichloroethylene, Technical As Per IS 245 (44400 liter)

Specification Parameter Name	Bid Requirement (Allowed Values)
ATC	Details as per ATC enclosed

* Bidders offering must also comply with the additional specification parameters mentioned above.

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

S.No./क्र. सं.	Consignee Reporting/Officer/परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Delivery Schedule/डिलीवरी अनुसूची (In number of days from contract start days/अनुबंध प्रारम्भ होने की तारीख से दिनों की संख्या में)		
1	Shalini Vikas Ubale	431006,MSRTC CENTRAL WORKSHOPS, MIDC INDUSTRIAL AREA, CHIKALTHANA, AURANGABAD	Quantit y/मात्रा	Delivery to start after/प्रारंभ होने की तारीख से डिलीवरी	Delivery to be completed by/डिलीवरी _____तक पूरी कर ली जाए
			4000	15	45
			4000	75	105
			4000	135	165
			4000	195	225
			3800	255	285
2	Karuna Ramdas Wankhade	440016,WORKS MANAGER,MSRTC CENTRAL WORKSHOPS,PLOT NO.5, MIDC ROAD,HINGNA ,NAGPUR	Quantit y/मात्रा	Delivery to start after/प्रारंभ होने की तारीख से डिलीवरी	Delivery to be completed by/डिलीवरी _____तक पूरी कर ली जाए
			2000	15	45
			2000	90	120
			2000	165	195
			1800	240	270

S.No./क्र. सं.	Consignee Reporting/Officer/प रेषिती/रिपोर्टिंग अधिकारी	Address/पता	Delivery Schedule/डिलीवरी अनुसूची (In number of days from contract start days/अनुबंध प्रारम्भ होने की तारीख से दिनों की संख्या में)		
3	Shalini Vikas Ubale	411027,MSRTC Divisional Workshop 507/1, Sangam Cross Rd, Pawna Nagar, Old Sangvi, Pimpri-Chinchwad, Maharashtra 411027, Pune, 411027	Quantit y/मात्रा	Delivery to start after/प्रारंभ होने की तारीख से डिलीवरी	Delivery to be completed by/डिलीवरी _____तक पूरी कर ली जाए
			4000	15	45
			3200	75	105
			3200	135	165
			3200	195	225
			3200	255	285

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

1. Generic

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase 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.

2. Forms of EMD and PBG

Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name

MSRTC STORES & PURCHASE FUND ACCOUNT

Account No.

10044570599

IFSC Code

SBIN0000547

Bank Name

STATE BANK OF INDIA

Branch address

MUMBAI CENTRAL

Bidder to indicate bid number and name of bidding entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer along with bid.

3. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

Additional Terms & Conditions

Tenderer must fulfill all the condition in following ATC:

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Sr.No.	Item Name	Quantity	Specification
1.	Trichloroethylene	44400 Liter	IS:245 of 2020 4 th Revision Type- I.
<p>* Tenderer must Quote the Per Liter Rate in the bid.</p> <p>*Tenderer must submit the conversion factor from liter to kilogram for Trichloroethylene i.e.</p> <p>1 liter= Kg</p> <p>*Based on Conversion factor of Ltr to Kg MSRTC will place the order on per Kg basis & Tender will be evaluated based on L1 rate offered for Trichloroethylene per Kg Basis.</p>			

I)Tenderer must fulfill,

Sr.No	Proposed Prequalification Criteria	Documentary evidences to be enclosed along with the tender in support of fulfillment of Prequalification Criteria.
1	The tenderer must be a Manufacturer/Authorised Dealer/ Distributor of the tendered items.	<p>a)In case the tenderer is Manufacturer ,copy of Certificate registered as manufacturer under Factory Act/Company Act etc.Udyam Certificate must be enclosed.</p> <p>b)In case the tenderer is Authorised dealer/Distributor:Tenderer should submit undertaking/Certificate from their principal manufacturer of being authorised to sale their product and documentry evidence of principal manufacturers for manufacturing of Tendered item alongwith Annexure Z.</p>

2	Payment of EMD	<p>Payment through gateway.</p> <p>Rs.2,70,000/-(Rs.Two Lakh Seventy Thousand Only)</p> <p>1. Micro & Small Manufacturers having UDYAM Registration Certificate for tendered item only are eligible for exemption in EMD, otherwise such manufacturers will have to pay EMD.</p> <p>2.All other Manufactures/Dealer/Distributor will have to pay EMD.</p> <p>The readable valid photocopy of UDYAM Registration Certificate duly certified by the tenderer must be enclosed.</p> <p>3.Start Up unit of tender item are eligible for exemption in EMD.Start Up unit need to submit document to prove as start Up.</p>
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3.	<p>Tenderer must have Annual Turnover of Rs.1.37 Crore in any one of preceding three financial years.</p>	<p>Turnover Certificate issued by Chartered Accountant as per "Annexure-W" of tender be enclosed of last Three Years with UDIN.</p> <p>OR</p> <p>Copies of Trading, profit & loss Accounts, Balance sheet duly certified by the Chartered Accountant must be enclosed of last Three Years with UDIN.</p> <p>Note- The offered Documents which are not certified by CA will not be accepted.</p> <p>If Start up units for tender item participate in Tender Process, such Start Up units are exempted from the condition of experience for 5 years from registration and annual turnover.</p>
4	<p>For New Tenderer 1) Manufacturer having valid BIS Certificate/License for IS:245:2020.</p> <p>OR</p> <p>New Tenderers participating in tender must submit the test report as per tender's specification from the laboratories approved by MSR TC and CMVR i.e. CIRT-Pune, ARAI-Pune, IRMRA-Thane, ICAT-Gurgaon, GARC- Tamilnadu, VRDE-Ahmednagar and Government Approved Laboratories, tested in last two years from the date of opening of tender.</p>	<p>Tenderer must submit valid BIS licence copy.</p> <p>OR</p> <p>Tenderer must submit approved Laboratory Test Report. Test report submitted must pass all tests as per tender specification.</p>

5	For past suppliers of MSRTC Random Sample minimum passing percentage must be 75 %.	For passing % MSRTC & ASRTU Lab Test record will be consider.
6	Offer of the tenderer having poor delivery performance/defaulted in execution of contract/banned in participating against MSRTC Tender during any of the one year out of last three years prior to the date of release of the tender will be disqualified.	As per data available with M.S.R.T Corporation will be considered for evaluation of tender.
7	If micro, small scale industries and entrepreneurs wish to take benefit of reserved business, then it is mandatory to submit documentary evidence towards SC/ST Entrepreneurs.	Tenderer must submit required Documentary Evidence.
8	Tenderer should not be banned/blacklisted or debarred by any of the STU's or Govt Department or ASRTU.	Tenderer should submit self declaration duly certified by the tenderer.
9	Tenderer must submit 10% security deposit of order value within 7 working days from the date of issue of GEM Contract, failing which business allotted will be withdrawn.	Tenderer must submit undertaking that they will submit the 10% security deposit within 7 working days from the date of issue of contract.
10	Tenderer must fulfil all the conditions in ATC.	Tenderer must submit undertaking for acceptance of ATC.

****Test report submitted must pass all the test parameters as per tender specification.**

II)-Award of Business:

It is the discretion of MSRTC to decide whether to select Maximum **One or Two source** sources to Fulfill its requirement.

- 1) No of Sources: The business will be allotted to Maximum **One Or Two** sources depending upon the availability.
- 2) The L-2 & above bidders will have to match their rates with L-1 bidder for allotment of business to them..
 - 3) In case the L-1 bidder is new to the corporation for the tender item, MSRTC will allot restricted business upto 40% to such bidder.
 - 4) If L-2 & above bidder does not match the rate with L-1 bidder rate, then 10

0% business may be allotted to L-1 bidder.

- 5) The business will be allotted within two bidders, subject to above condition in following formula/ percentage on the basis of the % rate difference of the tender rate with L-1 bidder.

Allocation between Two Bidders.

L-2 rate % above L-1 %	Rate Difference	
	L-1	L-2
If rate is same	50%	50%
If rate difference up to 1%	55%	45%
If rate difference up to 1% to 5%	70%	30%
If rate difference up to 5% to 10%	80%	20%
If rate difference up to 10% to 15%	85%	15%
If rate difference up to 15% to 20%	90%	10%
If rate difference above 20%	100%	Nil

- 6) If Micro & Small Scale Industries Participated in the tender enquiry, 20% business will be reserved for them subject to matching the net price with those of L-1 Net Price. Out of this 20% business, the 4% business will be reserved for Schedule Cast & Schedule Tribes entrepreneurs. Maharashtra Small Scale Industries & Development Corporation (MSSIDC) also can participate in tender enquiry.
- 7) If Start up units participate in Tender Process, 10 % of the business should be given to them on trial basis subject to matching of L-1 Rate.

Preference to the tenderer (Manufacturer) in Maharashtra State.

i) After comparing the rates, if the tenderer from out of Maharashtra is L-1, then they will be allotted 50% business & balance 50% business will be allotted to tenderer from Maharashtra state provided they are having Manufacturing unit in Maharashtra & agrees to supply the same quality material at L-1 Net rates. This 50% business reservation is exclusively for manufacturers within Maharashtra State only.

ii) If the tenderer is from out of Maharashtra i.e. having their manufacturing unit out of Maharashtra & express their willingness to supply material from their offices/warehouses/Godown within Maharashtra & pays Maharashtra state SGST they will not be eligible for 50% business allocation mentioned above.

Distributors, Dealers & Traders will not be considered for this 50% reservation of business allocation mentioned above.

Note:- The manufacturer will be treated from Maharashtra provided he fulfills following conditions.

- 1) His office should be in Maharashtra.
- 2) His factory should be in Maharashtra.
- 3) He should supply the material from Maharashtra only.
- 4) He should possess Maharashtra GST No.

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ii) If the supplier from Maharashtra State does not agree to supply as (i) above, then business may be allotted to the supplier out of Maharashtra State.

III) Inspection of Material: -

a) Acceptance of material: -

i) On receipt of the material, the respective consignee unit Inspecting Authority will check its conformity to the prescribed specifications. If it is found satisfactory then the material will be accepted.

ii) If material is rejected by the consignee due to its not conformity to the prescribed specifications or the approved samples or for any other valid reason, the firm will be informed accordingly by registered letter/e-mail. The firm will be allowed 30 days from the receipt of communications to replace the rejected material.

iii) In case the rejected material is not replaced by the firm till 45th day, then after 30 days to 45th day i.e. for two weeks, MSRTC will charge 2% (Two percent) ground rent for storage on the basic value (excluding GST) of the rejected material. On firm's failure to replace the rejected material within the stipulated period, MSRTC shall be free to purchase the material from elsewhere, at the risk & cost of firm. The term of risk purchase contained in the clause shall apply to all such purchases. If the firm fails to replace the rejected material within 45 days of the intimation of its rejection, MSRTC shall have the rights to sell the rejected material by public auction with notice thereof given to the firm & sell proceeds after adjusting all dues, expenses & costs realized in the auction shall be credited to the supplier & adjusted against bill in hand.

iv) **Use of Defective Materials:-** If the supplier fails to replace the rejected material and consignee unit has decided to accept such consignment after re-inspection observing its functional suitability, without effect on quality production, shortfall and urgency of material etc. the consignee unit may accept the same by levying penalty as deemed fit with due technical commercial consideration. The penalty will be informed to the supplier and will have to reimburse by the supplier immediately.

b) Testing of Random Sample: On acceptance of material, as per clause (a) (i) above, the random samples from the consignment will be taken and tested either in Govt. Test House or elsewhere. If the test results are satisfactory, M.S.R.T. Corporation will pay for the test charges. If the test results are unsatisfactory supplier shall be liable to pay the test charges, consequential expenses & penalty charges as may be deemed fit by the unit heads of the consignee units considering the parameters in which random samples failed & these charges as well as Test charges & consequential expenses will be recovered from the any payable amount / dues, invoices of the firm & / or security deposits. In addition to above the consignee unit of the M.S.R.T. Corporation may without prejudice to the other rights of the purchaser will take any of the following actions.

i) Reject the entire/ balance consignment from which the random sample was drawn & which failed during the test. The firm may be informed to take back the rejected consignment.

ii) Purchase from elsewhere without any notice and on the account & the Risk of the firms.

iii) Where action is taken in sub-clause (ii) above, the firm shall be liable for any loss which the M.S.R.T. Corporation may sustain on its account. The firm shall not be entitled to any gain on such purchase & the manner & method of such purchase shall be at the entire discretion of M.S.R.T. Corporation. However, purchasing MSRTC Units may utilize the material without waiting for receipt of Test Report, Acceptance of material for utilization do not mean that the material received was as per specified specifications. The material received shall be treated as accepted if it passes in the Laboratory test only.

IV) Criteria for levy of penalty / compensation payable by the supplier due to shortfall in specification

In the specification WEIGHTAGE MARKS FOR COMPUTATION OF PENALTY BASED ON SHORTFALL IN SPECIFICATION is mentioned.

The procedure that will be followed to levy penalty due to the shortfall in specification is as under:-

The supplies received from the supplier by the purchasing MSRTC Units may be subjected to the Laboratory testing as may be decided by the purchasing MSRTC Units. (Purchasing MSRTC Units may utilize the material without waiting for receipt of Test Report. Acceptance of material for utilization does not mean that the material received was as per specified specifications. The material received shall be treated as accepted if it passes in the Lab. Test only.)

If the sample fails to meet the requirement of any one or more parameters specified in the specifications applicable to the contract then the lot from which the sample has been drawn shall be considered as not having met the requirements of this specification and as a consequence thereof, compensation will be payable by the supplier based on the value of the lot (Inclusive of all taxes & incidentals) which will be decided on the loss of marks from the total marks allotted to each of the tests as detailed in the specifications.

- i) The loss of marks will be in proportion to the extent to which actual test values deviate from the specified values for test parameters marked as "P".
- ii) The loss of marks will be total for test parameters marked as "T".
- iii) In case any of the tests is not carried out, there will be no recovery of marks for that given test.

For some test parameters the proportionate recovery can be made whenever the test reports indicate specific values. Whereas for some test parameters the recovery is required to be made "Total". In case the test reports do not give specific values and also the nature and applicability of the test parameters is such that total recovery is to be made.

Therefore, the test parameters are classified as "P" or "T" which is clearly mentioned against each test parameters. Proportionate marks shall consider for the test parameters which are classified as "P". Total marks shall be considered for Test parameters which are classified as "T".

The penalty shall be leviable by the purchasing Units based on a single test reports also. If more number of samples have been drawn and tested for the same item from the same lot then the average shortfall/ deviation will be computed taking into account all the test reports for the item including both passed as well as failed test reports. The penalty will be applicable on gross value of supplies made in a given lot of that item which had failed in the tests.

For example if different items are supplied in a given lot say item to O.E. Part No. X,Y,&Z or ASRTU item Code No. A,B & C i.e. items to different O.E. Parts Nos.X or items to different ASRTU Code No.A (as the case may be) only fails in Tests, then penalty will be levied only on the gross value

ue of supplies made in that lot of item to O.E. Part No. X or item to ASRTU Code No. A (as the case may be.)

Sr. No.	Parameter	If Loss of marks are upto 0.5%	If loss of marks are more than 0.5% but less than 3%	If loss of marks are 3% or more than 3%
1	Test Charges	Yes	Yes	Yes
2	Cost of Material	No	Yes	Yes
3	Administrative Penalty	No	No	a) 3% of the Lot value (upto Rs.1.5 Lakhs) subject to max.Rs.3000. b) 2% of the Lot value (above Rs.1.5 Lakhs) subject to max.Rs. 5000.
4	Penalty based on loss of marks	Yes	Yes	Yes

REMARKS

Further to above following instructions are also applicable

“It is noticed that some of the suppliers dispatches the material in bulk as per delivery schedule of the unit BUT splits the invoices in small quantities for such supplies. The splitting of the invoices is done by the supplier with an intention to minimize the penalty levied on account of shortfall in specifications, if the random sample sends for testing fails in lab test.

To avoid such practice it is now decided that supplier must dispatch the material in bulk as per the delivery schedule only. If it is noticed that the supplier is splitting the invoice of single delivery schedule, then even if the invoices are split up, the penalty on account of shortfall in specification due to failure of sample in lab test be levied on complete quantity of that particular item as per delivery schedule (i.e. by considering LOT as the material as per delivery s

chedule). This means the penalty should be levied on the gross value of complete quantity of that particular item as per delivery schedule.

If the delivery schedule given by the unit is such that it cannot be delivered in one truck load then splitting of invoice is allowed only to the number of truck loads and not more than that."

Weightage marks for Trichloroethylene as per IS:245 of 1988

Sr. No.	Test Parameter	Marks Allotted	P/T
1	Appearance	5	T
2	Relative Density	10	P
3	Residue on Evaporation	15	P
4	Distillation yield between 86 and 88 C	25	P
5	Alkalinity, % by mass	10	P
6	Free Chlorine	10	P
7	Stability under reflux	10	P
8	Resistance to Corrosion	10	P
9	Packing and marking	5	T
	Total	100	

P= Proportionate marks shall be considered
T= Total marks shall be considered.

Note: The test at Sr. No. 7 is applicable to type I only, hence when this test is not carried out for Type II, then its Weightage marks shall be allotted to Distillation Test at Sr. No. 4.

V) Risk Purchase Clause: If the firm fails to supply any stores in accordance with the terms & conditions of the Rate Contract or fails to replace any stores rejected by consignee within such time as may be stipulated by the M.S.R.T. Corporation, then MSRTC shall be entitled to purchase such stores of Indian origin (Not Imported Items) from any source and at such price

as the MSRT Corporation shall in their sole discretion think fit. If such price shall exceed the rates set out in the Rate Contract, the firm shall be liable to pay the difference between the price at which such stores have been

n purchased by the M.S.R.T. Corporation and the price set out in the Rate Contract. Risk purchase shall not be applicable in case of **forcemajeure** i.e. an act of God or disorganization of public transport, thunder, lightning, flood, earthquake, strikes/ lockouts, pandemic disease or any other inevitable or unforeseen circumstances beyond human control directly or indirectly interfering with the supply of raw material such as limitations of import license or any cause which the M.S.R.T. Corporation may admit as reasonable ground for non-supply in time as is justified by the circumstances of the case. The M.S.R.T. Corporation may forgo the claim for any such loss or damage as aforesaid.

Further the risk purchase shall not be applicable, if the payments are not effected within 30 days due to administrative delay or shortage of funds.

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VI) Penalty for Delayed Supply -

a) If you fail to supply the materials in accordance with the terms and conditions of this rate contract and purchase orders placed by the G.M. (S&P) MSRTC or our units on behalf of G.M. (S&P) within stipulated time, such delayed supply will attract the penalty as under :-

- i) First 7 days - -- -- - No Penalty
- ii) Next 15 days (excluding first 7 days) - 1/2% (Half)Penalty on the Net Invoice value of consignment.
- iii) Delay beyond 15 days (excluding period at (i) & (ii) above) -
1/2% (Half)on every delayed 15 days with cumulative effect.

b) The supplies delayed beyond 3 months of expiry of contractual period may not be acceptable by respective M.S.R.T. Corporation units. The penalty for such delayed supplies will be in proportionate to the number of months delayed i.e. if such is delayed by 5:5 months, the penalty will be 5.5% of net invoice value. However this penalty will not exceed 10% of net invoice value.

c)The pending of any claim or dispute on the price variation or price revision shall not relieved the supplier from the obligation to supply the contracted stores in accordance with the delivery conditions. The consequences of Risk Purchase Clause of these general conditions to supply to the extent possible shall apply in full force and effect to any non- supply withholding of supply or delaying supply the supplier on the plea of pending of a claim or dispute or price variation, revision will be treated as breach of contract.

d)However, if payments are not effected within 30 days due to administrative delay or shortage of fund, then under exceptional circumstances and recording reasons in books of accounts, the delay penalty will not be levied.

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VII) Deletion of items from the contract:

"On receipt of consecutive 3 "C" grade test report for the same item, the item will be deleted from the contract.

The deleted item is eligible for restoration on receipt of consecutive 2 "A" grade test reports for the same item and part number.

However, on receipt of consecutive 5 "C" grade test report for the same item & part number, the said item will be permanently deleted from contract. If the Contract is for single item, then the Contract will be terminated.

4. Buyer Added Bid Specific ATC

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

Disclaimer/अस्वीकरण

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.

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.

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

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./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 वे 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 पर इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्यवाई का आधार होगा।

---Thank You/धन्यवाद---
