

## Bid Document

Bid Details	
<b>Bid End Date/Time</b>	28-06-2021 14:00:00
<b>Bid Opening Date/Time</b>	28-06-2021 14:30:00
<b>Bid Life Cycle (From Publish Date)</b>	90 (Days)
<b>Bid Offer Validity (From End Date)</b>	65 (Days)
<b>Ministry/State Name</b>	Ministry Of Heavy Industries And Public Enterprises
<b>Department Name</b>	Department Of Heavy Industry
<b>Organisation Name</b>	Bharat Heavy Electricals Limited (bhel)
<b>Office Name</b>	Boiler Auxiliaries Plant Ranipet
<b>Total Quantity</b>	6
<b>Item Category</b>	Supply of elevator with accessories for BMB-Panki , Erection commissioning installation start-up and trial run of elevator at BMB-Panki , Spares supply for Elevator of BMB-Panki , Elevator supply for Panki GDS building , Erection commissioning installation start-up and trial run of elevator at GDS-Panki , Spares supply for Elevator of GDS-Panki
<b>Minimum Average Annual Turnover of the Bidder</b>	14 Lakh (s)
<b>Years of Past Experience required</b>	1 Year (s)
<b>MSE Exemption for Years Of Experience and Turnover</b>	Yes
<b>Startup Exemption for Years Of Experience and Turnover</b>	Yes
<b>Document required from seller</b>	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC) *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
<b>Bid to RA enabled</b>	Yes
<b>Primary product category</b>	Spares supply for Elevator of GDS-Panki
<b>Time allowed for Technical Clarifications during technical evaluation</b>	3 Days
<b>Estimated Bid Value</b>	4770000
<b>Evaluation Method</b>	Group wise evaluation

### EMD Detail

Required	No
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#### ePBG Detail

Advisory Bank	State Bank of India
ePBG Percentage(%)	10.00
Duration of ePBG required (Months).	24

(a). The EMD % will be applicable for each schedule/group selected during Bid creation.

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

#### Beneficiary:

Accounts officer

Purchase-MM, First Floor, Admin Building, BAP, BHEL, Ranipet, TN-632406

(Executive-finance)

#### Splitting

Bid splitting not applied.

#### MII Purchase Preference

MII Purchase Preference	Yes
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#### MSE Purchase Preference

MSE Purchase Preference	Yes
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1. 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. If the bidder is a Startup, 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.
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. 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.

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.

#### Evaluation Method ( Group Wise Evaluation Method )

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

Evaluation Schedule	Estimated Value	Item/Category	Consignee /Reporting Officer	Consignee Address	Quantity
Package BMB (Enq SI 1 to 3)	21000 00	Supply Of Elevator With Accessories For Bmb-panki	Site Incharge BHEL	Kalpi Road, UPRVUNL, Panki, Kanpur 208020 UP 208020	1
		Erection Commissioning Installation Start-up And Trial Run Of Elevator At Bmb-panki	Site Incharge BHEL	Kalpi Road, UPRVUNL, Panki, Kanpur 208020 UP 208020	1
		Spares Supply For Elevator Of Bmb-panki	Ippili Niranjan	INDIRA GANDHI INDUSTRIAL COMPLEX BOILER AUXILIARIES PLANT RANIPET 632406	1
Package GDS (Enq SI 4 to 6)	26700 00	Elevator Supply For Panki Gds Building	Site Incharge BHEL	Kalpi Road, UPRVUNL, Panki, Kanpur 208020 UP 208020	1
		Erection Commissioning Installation Start-up And Trial Run Of Elevator At Gds-panki	Site Incharge BHEL	Kalpi Road, UPRVUNL, Panki, Kanpur 208020 UP 208020	1

		Spares Supply For Elevator Of Gds-panki	Ippili Niranjana	INDIRA GANDHI INDUSTRIAL COMPLEX BOILER AUXILIARIES PLANT RANIPET 632406	1
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### Supply Of Elevator With Accessories For BMB-Panki ( 1 set )

(Minimum 50% Local content required for MII compliance)

Brand Type	Unbranded
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#### Technical Specifications

Buyer Specification Document	<a href="#">Download</a>
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#### Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Site Incharge BHEL	208020,Kalpi Road, UPRVUNL, Panki, Kanpur 208020 UP	1	120

### Erection Commissioning Installation Start-up And Trial Run Of Elevator At BMB-Panki ( 1 set )

(Minimum 50% Local content required for MII compliance)

Brand Type	Unbranded
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#### Technical Specifications

Buyer Specification Document	<a href="#">Download</a>
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#### Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Site Incharge BHEL	208020,Kalpi Road, UPRVUNL, Panki, Kanpur 208020 UP	1	180

### Spares Supply For Elevator Of BMB-Panki ( 1 set )

(Minimum 50% Local content required for MII compliance)

Brand Type	Unbranded
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### Technical Specifications

Buyer Specification Document	<a href="#">Download</a>
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### Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Ippili Niranjan	632406,INDIRA GANDHI INDUSTRIAL COMPLEX BOILER AUXILIARIES PLANT RANIPET	1	120

### Elevator Supply For Panki GDS Building ( 1 set )

(Minimum 50% Local content required for MII compliance)

Brand Type	Unbranded
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### Technical Specifications

Buyer Specification Document	<a href="#">Download</a>
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### Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Site Incharge BHEL	208020,Kalpi Road, UPRVUNL, Panki, Kanpur 208020 UP	1	120

### Erection Commissioning Installation Start-up And Trial Run Of Elevator At GDS-Panki ( 1 set )

(Minimum 50% Local content required for MII compliance)

Brand Type	Unbranded
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### Technical Specifications

Buyer Specification Document	<a href="#">Download</a>
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### Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Site Incharge BHEL	208020,Kalpi Road, UPRVUNL, Panki, Kanpur 208020 UP	1	180

### Spares Supply For Elevator Of GDS-Panki ( 1 set )

(Minimum 50% Local content required for MII compliance)

Brand Type	Unbranded
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### Technical Specifications

Buyer Specification Document	<a href="#">Download</a>
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### Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Ippili Niranjan	632406,INDIRA GANDHI INDUSTRIAL COMPLEX BOILER AUXILIARIES PLANT RANIPET	1	120

### Buyer added Bid Specific Additional Scope of Work

S.No.	Document Title	Description	Applicable i.r.o. Items
1	NIT <a href="#">View</a>	NIT for both package	Supply Of Elevator With Accessories For BMB-Panki(1),Erection Commissioning Installation Start-up And Trial Run Of Elevator At BMB-Panki(1),Spares Supply For Elevator Of BMB-Panki(1),Elevator Supply For Panki GDS Building(1),Erection Commissioning Installation Start-up And Trial Run Of Elevator At GDS-Panki(1),Spares Supply For Elevator Of GDS-Panki(1)

S.No.	Document Title	Description	Applicable i.r.o. Items
2	PQR-Technical <a href="#">View</a>	Technical PQR-Bidder to submit relevant documents	Supply Of Elevator With Accessories For BMB-Panki(1),Erection Commissioning Installation Start-up And Trial Run Of Elevator At BMB-Panki(1),Spares Supply For Elevator Of BMB-Panki(1),Elevator Supply For Panki GDS Building(1),Erection Commissioning Installation Start-up And Trial Run Of Elevator At GDS-Panki(1),Spares Supply For Elevator Of GDS-Panki(1)
3	PQR-Financial <a href="#">View</a>	Financial PQR-bidder to submit relevant documents	Supply Of Elevator With Accessories For BMB-Panki(1),Erection Commissioning Installation Start-up And Trial Run Of Elevator At BMB-Panki(1),Spares Supply For Elevator Of BMB-Panki(1),Elevator Supply For Panki GDS Building(1),Erection Commissioning Installation Start-up And Trial Run Of Elevator At GDS-Panki(1),Spares Supply For Elevator Of GDS-Panki(1)
4	Tech Spec R01 <a href="#">View</a>	Common technical specification Rev 01 for both package BMB and GDS	Supply Of Elevator With Accessories For BMB-Panki(1),Erection Commissioning Installation Start-up And Trial Run Of Elevator At BMB-Panki(1),Spares Supply For Elevator Of BMB-Panki(1),Elevator Supply For Panki GDS Building(1),Erection Commissioning Installation Start-up And Trial Run Of Elevator At GDS-Panki(1),Spares Supply For Elevator Of GDS-Panki(1)
5	Motor spec <a href="#">View</a>	motor specification-Part of tech spec	Supply Of Elevator With Accessories For BMB-Panki(1),Erection Commissioning Installation Start-up And Trial Run Of Elevator At BMB-Panki(1),Spares Supply For Elevator Of BMB-Panki(1),Elevator Supply For Panki GDS Building(1),Erection Commissioning Installation Start-up And Trial Run Of Elevator At GDS-Panki(1),Spares Supply For Elevator Of GDS-Panki(1)

S.No.	Document Title	Description	Applicable i.r.o. Items
6	motor datasheet parameter <a href="#">View</a>	motor datasheet for elevator-bidder to fill all pareameter	Supply Of Elevator With Accessories For BMB-Panki(1),Erection Commissioning Installation Start-up And Trial Run Of Elevator At BMB-Panki(1),Spares Supply For Elevator Of BMB-Panki(1),Elevator Supply For Panki GDS Building(1),Erection Commissioning Installation Start-up And Trial Run Of Elevator At GDS-Panki(1),Spares Supply For Elevator Of GDS-Panki(1)
7	Painting schedule <a href="#">View</a>	Painting shedule/planfor elevators PANKI	Supply Of Elevator With Accessories For BMB-Panki(1),Erection Commissioning Installation Start-up And Trial Run Of Elevator At BMB-Panki(1),Spares Supply For Elevator Of BMB-Panki(1),Elevator Supply For Panki GDS Building(1),Erection Commissioning Installation Start-up And Trial Run Of Elevator At GDS-Panki(1),Spares Supply For Elevator Of GDS-Panki(1)
8	QAP <a href="#">View</a>	Quality Plan Elevator Panki-common for both package BMB and GDS	Supply Of Elevator With Accessories For BMB-Panki(1),Erection Commissioning Installation Start-up And Trial Run Of Elevator At BMB-Panki(1),Spares Supply For Elevator Of BMB-Panki(1),Elevator Supply For Panki GDS Building(1),Erection Commissioning Installation Start-up And Trial Run Of Elevator At GDS-Panki(1),Spares Supply For Elevator Of GDS-Panki(1)
9	MII format <a href="#">View</a>	make in india local content declaration Format along with GFR declaration-bidder to submit on the letter head	Supply Of Elevator With Accessories For BMB-Panki(1),Erection Commissioning Installation Start-up And Trial Run Of Elevator At BMB-Panki(1),Spares Supply For Elevator Of BMB-Panki(1),Elevator Supply For Panki GDS Building(1),Erection Commissioning Installation Start-up And Trial Run Of Elevator At GDS-Panki(1),Spares Supply For Elevator Of GDS-Panki(1)

**The uploaded document only contains Buyer specific Additional Scope of Work and / or Drawings for the bid items added with due approval of Buyer's competent authority. Buyer has certified that these additional scope and drawings are generalized and would not lead to any restrictive bidding.**



## Buyer Added Bid Specific Additional Terms and Conditions

1. After award of contract – Successful Bidder shall have to get Detailed Design Drawings approved from buyer before starting fabrication. Successful Bidder shall submit Detailed Design Drawings for Buyer's approval, within 10 days of award of contract. Buyer shall, either approve the drawings or will provide complete list of modification required in the drawings within 21 days. Seller shall be required to ensure supply as per approved Drawings with modifications as communicated by Buyer. If there is delay from buyer side in approval of drawing- the delivery period shall be refixed without LD for the period of delay in approval of Drawing.
2. Actual delivery (and Installation & Commissioning (if covered in scope of supply)) is to be done at following address Site incharge BHEL, Kalpi Road Panki Kanpur Uttar Pradesh.
3. Data Sheet of the product(s) offered in the bid, are to be uploaded along with the bid documents. Buyers can match and verify the Data Sheet with the product specifications offered. In case of any unexplained mismatch of technical parameters, the bid is liable for rejection.
4. **OPTIONAL SITE VISIT:**
  1. The Bidder is advised to visit and examine the installation site and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the Bid. The costs of visiting the site shall be borne by the Bidder. Yes
  2. The Bidder representative shall be allowed entry upon consignee premises for such visits, only upon the express conditions that the Bidder will release and indemnify the Buyer and Consignee against all liabilities arising out of such visit including death or injury, loss or damage to property, and any other loss, damage, costs, and expenses incurred as a result of such visit.
  3. The Bidder shall not be entitled to hold any claim against Buyer for noncompliance due to lack of any kind of pre-requisite information as it is the sole responsibility of the Bidder to obtain all the necessary information with regard to site, surrounding, working conditions, weather etc. on its own before submission of the bid.
5. Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.
6. 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.
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. **Nominated Inspection Agency:** On behalf of the Buyer organization, any one of the following Inspection Agency would be conducting inspection of stores before acceptance:  
Pre-dispatch Inspection at Seller Premises (applicable only if pre-dispatch inspection clause has been selected in ATC): As per QAP thru CQIR-BHEL Portal  
Post Receipt Inspection at consignee site before acceptance of stores: By BHEL
9. Scope of supply (Bid price to include all cost components) : Supply Installation Testing and Commissioning of Goods
10. 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% 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 percentage of 15% of total value.

11. Preference to Make In India products (For bids less than 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 50%. 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. In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.

12. Purchase Preference linked with Local Content (PP-LC) Policy:

The bid clause regarding "Preference to Make In India products" stands modified in this bid and shall be governed by the PPLC Policy No. FP-20013/2/2017-FP-PNG dated 17.11.2020 issued by MoP&NG as amended up to date. Accordingly, bidders with Local Content less than or equal to 20% will be treated as "Non Local Supplier". The prescribed LC shall be applicable on the date of Bid opening. Sanctions on the bidders for false / wrong declaration or not fulfilling the Local Content requirement shall be as per the PPLC policy. Further following additional provisions are added in the certification and verification of local content provision of the Preference to Make in India clause:

- i. In case of foreign bidder, certificate from the statutory auditor or cost auditor of their own office or subsidiary in India giving the percentage of local content is also acceptable. In case office or subsidiary in India does not exist or Indian office/subsidiary is not required to appoint statutory auditor or cost auditor, certificate from practicing cost accountant or practicing chartered accountant giving the percentage of local content is also acceptable.
  - ii. Along with Each Invoice: The local content certificate (issued by statutory auditor on behalf of procuring company) shall be submitted along with each invoice raised. However, the % of local content may vary with each invoice while maintaining the overall % of local content for the total work/purchase of the pro-rata local content requirement. In case, it is not satisfied cumulatively in the invoices raised up to that stage, the supplier shall indicate how the local content requirement would be met in the subsequent stages.
  - iii. The bidder shall submit an undertaking from the authorized signatory of bidder having the Power of Attorney along with the bid stating the bidder meets the mandatory minimum LC requirement and such undertaking shall become a part of the contract.
13. Warranty period of the supplied products shall be 2 years from the date of final acceptance of goods or after completion of installation, commissioning & testing of goods (if included in the scope of supply), at consignee location. OEM Warranty certificates must be submitted by Successful Bidder at the time of delivery of Goods. The seller should guarantee the rectification of goods in case of any break down during the guarantee period. Seller should have well established Installation, Commissioning, Training, Troubleshooting and Maintenance Service group in INDIA for attending the after sales service. Details of Service Centres near consignee destinations are to be uploaded along with the bid.
14. Timely Servicing / rectification of defects during warranty period: After having been notified of the defects / service requirement during warranty period, Seller has to complete the required Service / Rectification within 10 days time limit. If the Seller fails to complete service / rectification with defined time limit, a penalty of 0.5% of Unit Price of the product shall be charged as penalty for each week of delay from the seller. Seller can deposit the penalty with the Buyer directly else the Buyer shall have a right to recover all such penalty amount from the Performance Security (PBG). Cumulative Penalty cannot exceed more than 10% of the total contract value after which the Buyer shall have the right to get the service / rectification done from alternate sources at the risk and cost of the Seller besides forfeiture of PBG. Seller shall be liable to re-imburse the cost of such service / rectification to the Buyer.

## 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---**