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BID DETAILS

TECHNICAL EVALUATION

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BID AWARDED

## 1. Bid DETAILS

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Bid Number: **GEM/2021/B/1262204** (/showbidDocument/2395543)

**Bid Status:** Active

**Quantity:** 592

**Bid Life Cycle (From Publish Date):** 90 (Days)

**Bid Validity (From End Date):** 80 (Days)

**Competent Authority Document:** View

**Bid Start Date / Time:** 15-06-2021 13:25:04

**Bid End Date / Time:** 12-07-2021 15:00:00

**Bid Opening Date / Time:** 12-07-2021 15:30:00

Consignees/Reporting Officer / Delivery Location(S)

### Buyer Details

**Name:** Barna Bhattacharjee

**Address:** India,Barna Bhattacharjee,WEST BENGAL,DJ - 9/1 ,Karunamoyee , Sector 2 , Salt Lake,033-23398225,NORTH 24

**Ministry:** Ministry Of Heavy Industries And Public Enterprises

**Department:** Department Of Heavy Industry

**Organisation:** Bharat Heavy Electricals Limited (Bhel)

**Office:** 10210015-Pser

PARGANAS,700091,Buycon  
977.Bhelb.Wb@Gembuyer.l  
n

### Corrigendum Details

**Modified On:** 2021-07-05  
13:03:57

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**Modified On:** 2021-07-05  
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12 15:00:00**

Bid Opening Date : **2021-  
07-12 15:30:00**

**Modified On:** 2021-06-30  
12:55:58

Bid extended to **2021-07-  
05 15:00:00**

Bid Opening Date : **2021-  
07-05 15:30:00**

**Modified On:** 2021-06-25  
12:12:23

Bid extended to **2021-06-  
30 15:00:00**

Bid Opening Date : **2021-  
06-30 15:30:00**

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### Bid Corrigendum

GEM/2021/B/1262204-C7

Following terms and conditions supersede all existing "Buyer added Bid Specific Terms and conditions" given in the bid document or any previous corrigendum. Prospective bidders are advised to bid as per following Terms and Conditions:

### Buyer Added Bid Specific Additional Terms and Conditions

1. Buyer Added text based ATC clauses

### Annexure-A

**Buyer's specific requirement : Procurement of 592 MT Reinforcement steel for 4x250 MW BRBCL Nabinagar FGD project.**

### **1. PRE-QUALIFYING REQUIREMENTS:**

<b>1.0</b>	<b>FINANCIAL CRITERIA :</b>
	<p>BIDDER SHOULD HAVE AVERAGE MINIMUM ANNUAL FINANCIAL TURNOVER OF <b>RS. 106.12 LACS</b> DURING THE LAST THREE YEARS, ENDING ON 31-03-2020 OR CORRESPONDING FINANCIAL YEAR FOLLOWED BY THE BIDDER AND SHOULD SUBMIT THEIR AUDITED BALANCE SHEET AND PROFIT &amp; LOSS ACCOUNT FOR LAST THREE FINANCIAL YEARS, IN SUPPORT OF THE SAME.</p> <p>IN CASE AUDITED BALANCE SHEET AND PROFIT AND LOSS ACCOUNT HAVE NOT BEEN SUBMITTED FOR ALL THE THREE YEARS AS INDICATED ABOVE THEN THE APPLICABLE FINANCIAL AUDITED STATEMENTS SUBMITTED BY THE BIDDERS AGAINST THE REQUISITE THREE YEARS WILL BE AVERAGED FOR THREE YEARS.</p> <p>IF FINANCIAL STATEMENTS ARE NOT REQUIRED TO BE AUDITED STATUTORILY, THEN INSTEAD OF AUDITED FINANCIAL STATEMENTS, FINANCIAL STATEMENTS ARE REQUIRED TO BE CERTIFIED BY CHARTERED ACCOUNTANT.</p>
<b>2.0</b>	<b>TECHNICAL CRITERIA:</b>
<b>2.1</b>	THE BIDDER SHOULD HAVE PREVIOUS EXPERIENCE OF SUPPLYING OF REINFORCEMENT STEEL/TMT TO GOVT / PSU/ REPUTED ORGANISATIONS

	IN LAST THREE YEARS AS ON LAST DATE OF BID SUBMISSION.
	RELEVANT DOCUMENTS IN SUPPORT OF THE SAME TO BE SUBMITTED.
2.2	THE BIDDER SHOULD HAVE VALID LICENSE FOR MANUFACTURING OF REINFORCEMENT STEEL/TMT BAR.  SUPPORTING DOCUMENTS NEED TO BE SUBMITTED IN SUPPORT OF ABOVE.
3.0	BIDDER SHOULD SUBMIT VALID PAN OF INDIA.

## NOTES

A	CONSIDERATION OF BIDDER IS SUBJECT TO CUSTOMER'S APPROVAL / ACCEPTANCE.
B	CONSORTIUM / JV BIDDING IS NOT ALLOWED.
C	MATERIAL TEST CERTIFICATE SHOULD BE SENT ALONG WITH THE SUPPLY.

## 2. SCOPE OF WORK:

- a) Supply of Various Sizes TMT bars (16mm, 20mm, 25mm, 28mm & 32 mm) to BHEL PSER, 4x250 MW BRBCL Nabinagar FGD project site on F.O.R. Destination basis.
- b) Unloading of materials at Destination/Site shall be in the BHEL's scope. However, demurrages on account of delay in unloading due to improper packing, non-availability of proper dunnage, not adhering to the tender conditions and other reasons attributable to supplier, shall be on supplier's account only.

## 3. TAXES AND DUTIES:

- 3.1 The contractor shall pay all taxes ,fees, license, charges, deposits, duties, tools, royalty, commissions, other charges, etc. which may be levied on the input goods & services consumed and output goods & services delivered in course of his operations in executing the contract. In case BHEL is forced to pay any of such taxes/duties, BHEL shall have the right to recover the same from his bill or otherwise as deemed fit. However, provisions regarding GST on output supply (goods/service )and

TDS/TCS as per IncomeTax Act shall be as per following clauses

### **3.2 GST(GoodsandServicesTax)**

- 3.2.1 GST as applicable on output supply (goods/services) are included in contractor's/supplier's scope ; therefore, contractor's/supplier's price/rates shall be inclusive of GST .Reimbursement of GST is subject to compliance of following terms and conditions. BHEL shall have the right to deny payment of GST and to recover any loss to BHEL on account of tax, interest, penalty etc. for non- compliance of any of the following condition.
- 3.2.2 The admissibility of GST, taxes and duties referred in this chapter or elsewhere in the contract shall be limited to direct transactions between BHEL & its Contractor. BHEL shall not consider GST on any transaction other than the direct transaction between BHEL & its Contractor.
- 3.2.3 Contractor shall obtain prior written consent of BHEL before billing the amount towards such taxes. Where the GST laws permit more than one option or methodology for discharging the liability of tax/levy/duty, BHEL shall have the right to adopt the appropriate one considering the amount of tax liability on BHEL/Client as well as procedural simplicity with regard to assessment of the liability. The option chosen by BHEL shall be binding on the Contractor for discharging the obligation of BHEL in respect of the tax liability to the Contractor.
- 3.2.4 Contractor has to submit GST registration certificate of the concerned state. Contractor also needs to ensure that the submitted GST registration certificate should be in active status during the entire contract period.
- 3.2.5 Contractor/Vendor has to issue invoice indicating HSN/SAC code, Description, Value, Rate, applicable tax and other particulars in compliance with the provisions of relevant GST Act and Rules made thereunder.
- 3.2.6 Vendor has to submit GST compliant invoice within seven days from the due date of Invoice as per GST Law. In case of delay, BHEL reserves the right of denial of GST payment if there occurs any hardship to BHEL in claiming the input thereof. In case of goods, vendor has to provide scan copy of invoice & GR/LR/RR to BHEL before movement of goods starts. Special care should be taken in case of month end transactions.
- 3.2.7 Vendor has to ensure that invoice in respect of such services which have been provided/completed on or before end of the month should not bear the date later than last working day of the month in which services are performed.
- 3.2.8 Subject to other provisions of the contract, GST amount claimed in the invoice shall be released on fulfillment of all the following conditions by the Contractor:-
- Supply of goods and/or services have been received by BHEL.
  - Original Tax Invoice has been submitted to BHEL.
  - Contractor/Vendor has submitted all the documents required for processing of bill as per contract/purchase order/work order.
  - In cases where e-invoicing provision is applicable, vendor/contractor is required to submit invoice in compliance with e-invoicing provisions of GST Act and Rules made thereunder.

- e. Contractor has filed all the relevant GST return (e.g. GSTR-1, GSTR-3B, etc.) pertaining

to the invoice submitted and submit the proof of such return along with immediate subsequent invoice. In case of final invoice/bill, contractor has to submit proof of such return within fifteen days from the due date of relevant return.

- f. Respective invoice has appeared in BHEL's GSTR-2A for the month corresponding to the month of invoice. Alternatively, BG of appropriate value may be furnished which shall be valid at least one month beyond the due date of confirmation of relevant payment of GST on GSTN portal or sufficient security is available to adjust the financial impact in case of any default by the contractor.

- g. Contractor has to submit an undertaking confirming the payment of all due GST in respect of invoices pertaining to BHEL.

3.2.9 Any financial loss arises to BHEL on account of failure or delay in submission of any document as per contract/purchase order/work order at the time of submission of Tax invoice to BHEL, shall be deducted from contractor's bill or otherwise as deemed fit.

3.2.10 TDS as applicable under GST law shall be deducted from contractor's bill.

3.2.11 Contractor shall comply with the provisions of e-way bill wherever applicable.

Further wherever provisions of GST Act permits, all the e-way bills, road permits etc. required for transportation of goods need to be arranged by the contractor.

3.2.12 Contractor shall be solely responsible for discharging his GST liability according to the provisions of GST Law and BHEL will not entertain any claim of GST/interest/penalty or any other liability on account of failure of contractor in complying with the provisions of GST Law or discharging the GST liability in a manner laid down there under.

3.2.13 In case declaration of any invoice is delayed by the vendor in his GST return or any invoice is subsequently amended/alterd/deleted on GSTN portal which results in any adverse financial implication on BHEL, the financial impact thereof including interest/penalty shall be recovered from the contractor's due payment.

3.2.14 Any denial of input credit to BHEL or arising of any tax liability on BHEL due to non-compliance of GST Law by the Contractor in any manner, will be recovered along with liability on account of interest and penalty (if any) from the payments due to the Contractor.

3.2.15 In the event of any ambiguity in GST law with respect to availability of input credit of GST charged on the invoice raised by the contractor or with respect to any other matter having impact on BHEL, BHEL's decision shall be final and binding on the contractor.

### **3.2.16 Variation in Taxes & Duties:**

Any upward variation in GST shall be considered for reimbursement provided supply of goods and services are made within schedule date stipulated in the contract or approved extended schedule for the reason solely attributable to BHEL. However downward variation shall be subject to adjustment as per actual GST applicability.

In case, the Government imposes any new levy/tax on the output service/goods after price bid opening, the same shall be reimbursed by

BHEL at actual. The reimbursement under this clause is restricted to the direct transaction between BHEL and its contractor only and within the contractual delivery period only.

Incase, any new tax/levy/duty etc. becomes applicable after the date of Bidder's offer but before opening of the price Bid, the Bidder/Contractor must convey its impact on his price duly substantiated by documentary evidence in support of the same before opening of pricebid. Claim for any such impact after opening the price bid will not be considered by BHEL for reimbursement of tax or reassessment of offer.

### **3.3 IncomeTax:**

**TDS u/s 194Q** as applicable under Income Tax Act, 1961 or rules made thereunder shall be deducted from contractor's bill..

### **4. MODE OF DISPATCH & ROAD PERMIT:**

Mode of dispatch: Mixed

E-waybill/ road permit (if applicable) to be arranged by supplier.

### **5. TRANSIT INSURANCE:**

As per standard terms & conditions of GeM.

### **6. QUANTITY TOLERANCE: +/- 10% .**

### **7. WEIGHMENT TOLERANCE: 70 kg per trailer load .**

### **8. PAYMENTTERMS:**

A) 100 % F.O.R.price including GST(on 100% FOR Value) shall be released within10-15 days after receipt & acceptance of materials at site and submission of following documents:

1. GST Compliant Invoice(1Original+2Copies);
2. Copy of Manufacturer'sTest Certificates;
3. LR Acknowledgement Copy.

B) Applicable GSTshall be released upon compliance of following documents:

Vendor has declared such invoice in their GSTR-1 & has paid the tax to the Government by filing GSTR-3B or any other return/form for payment of tax so that Vendor's Invoice details appear in BHEL'sGSTR-2A.Payment may not be released if above is not complied & invoice details donot appear in BHEL's GSTR-2A.



**C) DOCUMENTS REQUIRED ALONG WITH DISPATCH OF MATERIAL (BILLINGDOCUMENTS) :**

The following documents are required with dispatch and for payment :

1. Original Tax Invoice.
2. Copy of LR.
3. Test Certificate.

**9. Consignee Details :**

Construction Manager,  
BHEL SITE OFFICE,  
4X250 MW NABINAGAR PROJECT, BRBCL,  
PO – NABINAGAR, DEHRI ON SONE,  
DIST.- AURANGABAD,  
BIHAR - 824303

**10. Portal Address & Email Address :**

sanjoy@bhel.in

**11. ORDER OF PRECEDENCE:**

In case of contradiction / conflict, the order of precedence shall be in the order as per below;

- a) Buyer specific ADDITIONAL TERMS AND CONDITIONS against GeM Bid issued (ANNEXURE-A)
- b) GeM Bid
- c) General Terms and Conditions on GeM.

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2. Scope of supply (Bid price to include all cost components) : Only supply of Goods
3. Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.
4. 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.
5. 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.

6. Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.
7. Material Test Certificate Should Be Sent Along with The Supply. The Material Will Be Checked by Buyer's Lab & the Results of the Lab will be the Sole Criteria for Acceptance of the Item.
8. 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.
9. Buyer Organization specific Integrity Pact shall have to be complied by all bidders. Bidders shall have to upload scanned copy of signed integrity pact as per Buyer organizations policy along with bid. [Click here to view the file](#)
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 25% of total value.
11. 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.
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. For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:

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

## 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.

\*This document shall overwrite all previous versions of Bid Specific Additional Terms and Conditions.

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