



Bid Number/बोली क्रमांक (बिड संख्या):  
GEM/2024/B/5002732  
Dated/दिनांक : 01-06-2024

### Bid Document/ बिड दस्तावेज़

| Bid Details/बिड विवरण  |  |
|--|--|
| Bid End Date/Time/बिड बंद होने की तारीख/समय  | 11-06-2024 14:00:00  |
| Bid Opening Date/Time/बिड खुलने की तारीख/समय   | 11-06-2024 14:30:00  |
| Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)  | 90 (Days)  |
| Ministry/State Name/मंत्रालय/राज्य का नाम  | Ministry Of Heavy Industries And Public Enterprises  |
| Department Name/विभाग का नाम   | Department Of Heavy Industry   |
| Organisation Name/संगठन का नाम   | Bharat Heavy Electricals Limited (bhel)  |
| Office Name/कार्यालय का नाम  | 10110009-heap, Haridwar  |
| Total Quantity/कुल मात्रा  | 20   |
| Item Category/मद केटेगरी   | DOOR INSIDE CASTING (CENTRE) ITEM NO. 1 , DOOR OUTSIDE CASTING (BOTTOM LEFT) ITEM NO. 2 , DOOR OUTSIDE CASTING ITEM NO. 3 , DOOR OUTSIDE CASTING (BOTTOM RIGHT) ITEM NO. 4 |
| MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट   | No   |
| Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट   | No   |
| Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया   | Yes  |
| RA Qualification Rule  | H1-Highest Priced Bid Elimination  |
| ITC available to buyer/क्रेता के लिए उपलब्ध आईटीसी   | Yes  |
| Type of Bid/बिड का प्रकार  | Two Packet Bid   |
| Primary product category   | DOOR INSIDE CASTING (CENTRE) ITEM NO. 1  |
| Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय | 2 Days   |
| Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)                                      | No   |

**Bid Details/बिड विवरण**

|   |  |
|---|--|
| <b>Payment Timelines</b>                  | Payments shall be made to the Seller within <b>90</b> days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC) |
| <b>Evaluation Method/मूल्यांकन पद्धति</b> | Item wise evaluation/  |

**EMD Detail/ईएमडी विवरण**

|                   |    |
|-------------------|----|
| Required/आवश्यकता | No |
|-------------------|----|

**ePBG Detail/ईपीबीजी विवरण**

|                   |    |
|-------------------|----|
| Required/आवश्यकता | No |
|-------------------|----|

**Splitting/विभाजन**

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

**MII Purchase Preference/एमआईआई खरीद वरीयता**

|  |     |
|--|-----|
| MII Purchase Preference/एमआईआई खरीद वरीयता | Yes |
|--|-----|

**MSE Purchase Preference/एमएसई खरीद वरीयता**

|   |     |
|---|-----|
| MSE Purchase Preference/एमएसई खरीद वरीयता | Yes |
|---|-----|

1. Preference to Make In India products (For bids < 200 Crore): Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate .The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023. [OM No.1\\_4\\_2021\\_PPD\\_dated\\_18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

2. 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 50%(selected by Buyer) percentage of total QUANTITY. The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023

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

3. 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.

4. Reverse Auction would be conducted amongst all the technically qualified bidders except the Highest quoting bidder. The technically qualified Highest Quoting bidder will not be allowed to participate in RA. However, H-1 will also be allowed to participate in RA in following cases:

- i. If number of technically qualified bidders are only 2 or 3.
- ii. If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.
- iii. In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
- iv. If L-1 is non-MSE and H-1 is eligible MSE and H-1 price is coming within price band of 15% of Non-MSE L-1
- v. If L-1 is non-MII and H-1 is eligible MII and H-1 price is coming within price band of 20% of Non-MII L-1

#### **Evaluation Method ( Item 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:

| <b>Evaluation Schedules</b> | <b>Item/Category</b>                           | <b>Quantity</b> |
|-----------------------------|--|-----------------|
| Schedule 1                  | Door Inside Casting (centre) Item No. 1        | 12              |
| Schedule 2                  | Door Outside Casting (bottom Left) Item No. 2  | 2               |
| Schedule 3                  | Door Outside Casting Item No. 3                | 4               |
| Schedule 4                  | Door Outside Casting (bottom Right) Item No. 4 | 2               |

#### **DOOR INSIDE CASTING (CENTRE) ITEM NO. 1 ( 12 pieces )**

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

#### **Technical Specifications/तकनीकी विशिष्टियाँ**

|  |                          |
|--|--------------------------|
| Buyer Specification Document/क्रेता विशिष्टि दस्तावेज़ | <a href="#">Download</a> |
|--|--------------------------|

**Input Tax Credit(ITC)/इनपुट कर क्रेडिट(आईटीसी) and/ तथा Reverse Charge(RCM)/रिवर्स प्रभार (आरसीएम) Details**

| ITC on GST/जीएसटी पर इनपुट कर क्रेडिट | ITC on GST Cess/जीएसटी उपकर कर क्रेडिट |
|---------------------------------------|--|
| 100%                                  | 100%                                   |

**Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़**

|                  |                      |
|------------------|----------------------|
| DrawingDocument1 | <a href="#">View</a> |
|------------------|----------------------|

**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 प्रारंभ होने की तारीख से दिनों की संख्या में ) |  |   |
|----------------|---|--|---|--|---|
|                |   |  | Quantity/मात्रा   | Delivery to start after/प्रारंभ होने की तारीख से डिलीवरी | Delivery to be completed by/डिलीवरी _____ तक पूरी कर ली जाए |
| 1              | Paras   | 249403,Shipping Section, Central Plant Stores, HEEP, BHEL, Haridwar-249403 Uttarakhand | 12  | 90   | 120   |

**DOOR OUTSIDE CASTING (BOTTOM LEFT) ITEM NO. 2 ( 2 pieces )**

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

**Technical Specifications/तकनीकी विशिष्टियाँ**

|  |                          |
|--|--------------------------|
| Buyer Specification Document/क्रेता विशिष्टि दस्तावेज़ | <a href="#">Download</a> |
|--|--------------------------|

**Input Tax Credit(ITC)/इनपुट कर क्रेडिट(आईटीसी) and/ तथा Reverse Charge(RCM)/रिवर्स प्रभार (आरसीएम) Details**

| ITC on GST/जीएसटी पर इनपुट कर क्रेडिट | ITC on GST Cess/जीएसटी उपकर कर क्रेडिट |
|---------------------------------------|--|
| 100%                                  | 100%                                   |

**Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़**

DrawingDocument1

[View](#)**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              | Paras   | 249403,Shipping Section, Central Plant Stores, HEEP, BHEL, Haridwar-249403 Uttarakhand | Quantity/मात्रा  | Delivery to start after/प्रारम्भ होने की तारीख से डिलीवरी | Delivery to be completed by/डिलीवरी तक पूरी कर ली जाए |
|                |   |  | 2  | 90  | 120   |

**DOOR OUTSIDE CASTING ITEM NO. 3 ( 4 pieces )**

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

**Technical Specifications/तकनीकी विशिष्टियाँ**

Buyer Specification

Document/क्रेता विशिष्टि दस्तावेज़

[Download](#)**Input Tax Credit(ITC)/इनपुट कर क्रेडिट(आईटीसी) and/ तथा Reverse Charge(RCM)/रिवर्स प्रभार (आरसीएम) Details**

| ITC on GST/जीएसटी पर इनपुट कर क्रेडिट | ITC on GST Cess/जीएसटी उपकर कर क्रेडिट |
|---------------------------------------|--|
| 100%                                  | 100%                                   |

**Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़**

DrawingDocument1

[View](#)**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              | Paras   | 249403, Shipping Section, Central Plant Stores, HEEP, BHEL, Haridwar-249403 Uttarakhand | Quantity/मात्रा  | Delivery to start after/प्रारम्भ होने की तारीख से डिलीवरी | Delivery to be completed by/डिलीवरी _____ तक पूरी कर ली जाए |
|                |   |   | 4  | 90  | 120   |

### DOOR OUTSIDE CASTING (BOTTOM RIGHT) ITEM NO. 4 ( 2 pieces )

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

#### Technical Specifications/तकनीकी विशिष्टियाँ

|  |                          |
|--|--------------------------|
| Buyer Specification Document/क्रेता विशिष्टि दस्तावेज़ | <a href="#">Download</a> |
|--|--------------------------|

#### Input Tax Credit(ITC)/इनपुट कर क्रेडिट(आईटीसी) and/ तथा Reverse Charge(RCM)/रिवर्स प्रभार (आरसीएम) Details

| ITC on GST/जीएसटी पर इनपुट कर क्रेडिट | ITC on GST Cess/जीएसटी उपकर कर क्रेडिट |
|---------------------------------------|--|
| 100%                                  | 100%                                   |

#### Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

|                  |                      |
|------------------|----------------------|
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|------------------|----------------------|

#### 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 ) |  |  |
|----------------|---|-------------|--|--|--|
|                |   |             |  |  |  |

| 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 प्रारंभ होने की तारीख से दिनों की संख्या में ) |  |   |
|----------------|---|---|---|--|---|
| 1              | Paras   | 249403, Shipping Section, Central Plant Stores, HEEP, BHEL, Haridwar-249403 Uttarakhand | Quantity/मात्रा   | Delivery to start after/प्रारंभ होने की तारीख से डिलीवरी | Delivery to be completed by/डिलीवरी तक पूरी कर ली जाए |
|                |   |   | 2   | 90   | 120   |

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

### 1. Generic

Bidder shall submit the following documents along with their bid for Vendor Code Creation:

- Copy of PAN Card.
- Copy of GSTIN.
- Copy of Cancelled Cheque.
- Copy of EFT Mandate duly certified by Bank.

### 2. Generic

Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.

### 3. Generic

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:

- The Seller fails to comply with any material term of the Contract.
- 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.
- 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.
- The Seller becomes bankrupt or goes into liquidation.
- The Seller makes a general assignment for the benefit of creditors.
- A receiver is appointed for any substantial property owned by the Seller.
- The Seller has misrepresented to Buyer, acting on which misrepresentation Buyer has placed the Purchase Order on the Seller.

### 4. Scope of Supply

Scope of supply (Bid price to include all cost components) : Only supply of Goods

## 5. Purchase Preference (Centre)

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 50% of total value.

## 6. Inspection

**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):

NOT APPLICABLE

Post Receipt Inspection at consignee site before acceptance of stores:  
CENTRAL STORE HEEP BHEL HARIDWAR 249403

## 7. Certificates

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.

## 8. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

### **1) Please ensure to provide/upload the following documents and take a note of following while submitting your offer:**

I. As per GEM GTC 4.0 "The participation by the Seller in e-bidding shall be construed as his / her acceptance for all the Terms and Conditions as outlined in the e-bidding including GTC, STC and ATC." Evaluation of the bidder's offer will also be done in consideration of this clause.

II. Signed and stamped copy of attached BHEL specification i.e. "Bid Requirement / Allowed Values" sheet as acceptance of BHEL specification.

III. Signed and stamped copy of complete "Bid Document" as acceptance of all the conditions of our bid document.

IV. Copy of PAN Card & Copy of GSTIN.

V. Please provide supportive documents as per pre-qualifying requirements (PQR).

VI. Make in India (MII) declaration to avail benefits under MII.

VII. The tender (GeM bid document) will also be hoisted / notified on the website of BHEL-Haridwar and BHEL website for wide publicity and maximizing the participation. However, corrigendum if any, will be done only on GeM portal.

## 2) BHEL payment terms:

| Type of Bidder                   | Payment Terms (Number of days) |
|----------------------------------|--------------------------------|
|                                  |                                |
| Micro & Small Enterprises (MSEs) | 45 days                        |
| Medium Enterprises               | 60 days                        |
| Non MSME                         | 90 days                        |

## 3) Breach of contract, Remedies and Termination:

In case of breach of contract, recovery of 10% of total contract value shall be applicable. Recovery shall be done by encashing security instruments like Contract Execution Bank Guarantee, performance bank guarantee, EMD. In case value of security instruments available is less than 10% of the contract value, the balance amount be recovered from other financial remedies (i.e. available bills of the contractor, retention amount, etc. with BHEL) or legal remedies shall be pursued. Further, levy of liquidated damages, debarment, termination, de-scoping, short-closure, etc., shall be applied as per provisions of the contract.

## 4) Action against Bidders / vendor / supplier / contractor in case of default:

In order to protect the commercial interests of BHEL, BHEL shall take action against suppliers / contractors by way of suspension of business dealings, who either fail to perform or are in default without any reasonable cause, cause loss of business/ money/ reputation, indulge in malpractices, cheating, bribery, fraud or any other misconduct or formation of cartels so as to influence the bidding process or influence the price etc.

Suspension of Business Dealings could be in the form of "Hold" or "Banning" a supplier/ contractor or a bidder and shall be as per "Guidelines for Suspension of Business Dealings with Suppliers/ Contractors" available at BHEL's website "<https://www.bhel.com/guidelines-suspension-business-dealings-supplierscontractors>".

## 5) Conflict of Interest among Bidders / Agents

"A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of Procuring Entity's interests. **The bidder found to have a conflict of interest shall be disqualified.** A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:

- a. They have controlling partner (s) in common; **or**
- b. They receive or have received any direct or indirect subsidy / financial stake from any of them; **or**
- c. They have the same legal representative / agent for purposes of this bid; **or**
- d. They have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder; **or**
- e. Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components / sub-assembly / Assemblies from one bidding manufacturer in more than one bid; **or**
- f. In case of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorise only one agent / dealer. There can be only one bid from the following:
  - (1) The principal manufacturer directly or through one Indian agent on his behalf; and
  - (2) Indian / foreign agent on behalf of only one principal;

**Or**

- g. A bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid; **or**
- h. In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership / management, only one unit should quote. Similar restrictions would apply to

o closely related sister companies. Bidders must proactively declare such s  
ister / common business / management units in same / similar line of busin  
ess.”

i.

## 6) Additional terms:

1. Technical specification sheet for these Items is attached as Annexure-1.
2. Vendor must comply with all the technical specifications for these items as mentioned in A  
nnexure-1.
3. PQR is attached as Annexure-2.
4. Make In India format is attached.
5. Technical data sheet to be provided along with the offer by the vendor.
6. Test certificate from original manufacturer shall be submitted with dispatch documentalo  
ngwith delivery.
8. Warranty is required for 18 months as per GISTC from the date of receipt of material at BH  
EL store.
9. Drawings for item no. 1 to item no. 4 are attached.
1. If L1 vendor is not an MSE and MSE Seller (s) has/have quoted price within L1+ 15% of mar  
gin of purchase preference /price band defined in relevant policy, such Seller shall be given  
opportunity to match L1 price and contract will be awarded as per below conditions:
  - a. Contract will be awarded for 25% of total QUANTITY for item sl no 1 & 3 i.e. mat  
erial code HW8147310056 and HW8147310072.
  - b. Contract will be awarded for 50% of total QUANTITY for item sl no. 2 & 4 i.e. mat  
erial code HW8147310064 and HW8147310080.

### 9. 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](#)

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

**---Thank You/धन्यवाद---**