



Bid Number/बोली क्रमांक (बिड संख्या): GEM/2024/B/5379511 Dated/दिनांक : 10-09-2024

# Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण			
Bid End Date/Time/बिड बंद होने की तारीख/समय 20-09-2024 11:00:00			
Bid Opening Date/Time/बिंड खुलने की तारीख/समय	20-09-2024 11:30:00		
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	80 (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-heep, Haridwar		
Total Quantity/कुल मात्रा	15242		
Item Category/मद केटेगरी	SHIRTING , SUITING		
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/बिंड 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/बिंड का प्रकार	Two Packet Bid		
Primary product category	SHIRTING		
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	3 Days		
Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No		
Payment Timelines	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)		

Bid Details/बिड विवरण				
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation			
EMD Detail/ईएमडी विवरण				
Required/आवश्यकता	No			
ePBG Detail/ईपीबीजी विवरण				
Required/आवश्यकता	No			
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 will be given to MSEs having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal 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 themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. 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 and Buyer will decide eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid. 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 MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 25% (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. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

- 3. 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

# SHIRTING (10001 meter)

(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%		

# 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 prarambh होने की तारीख से दिनों की संख्या में )		
1	Paras	249403,Shipping Section, Central Plant Stores, HEEP, BHEL, Haridwar-249403 Uttarakhand	Quantit y/मात्रा 10001	Delivery to start after/प्रारंभ होने की तारीख से डिलीवरी	Delivery to be completed by/डिलीवरी तक पूरी कर ली जाए

# SUITING (5241 meter)

(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 दस्तावेज	<u>Download</u>
--	-----------------

## Input Tax Credit(ITC)/इनप्ट 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%

# 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 prarambh होने की तारीख से दिनों की संख्या में )		
1	Paras	249403,Shipping Section, Central Plant Stores, HEEP, BHEL, Haridwar-249403 Uttarakhand	Quantit y/मात्रा 5241	Delivery to start after/प्रारंभ होने की तारीख से डिलीवरी	Delivery to be completed by/डिलीवरीतक पूरी कर ली जाए

# 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. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

#### NOTE: -

- \*\* MAXIMUM EXTIMATED PRICE FOR SHIRTING IS RS 210/- PER METER INCLUDING ALL TAXES .DUTIES AND FOR BHEL HEEP STORE HARIDWAR.
- \*\* MAXIMUM EXTIMATED PRICE FOR SUITING IS RS 420/- PER METER INCLUDING A LL TAXES ,DUTIES AND FOR BHEL HEEP STORE HARIDWAR.

# **Special Instructions/conditions:**

SAMPLE REQUIRMENT AFTER PO PLACEMENT - ON PLACEMENT OF PURCHASE ORDER ON SUCCESS FUL L1 BIDDER, L 1 VENDOR SHALL SUBMIT NON-RETURNABLE MINIMUM 4 SAMPLES (2 MTRS X 2) EACH OF TC SUITING AND SHIRTING ALONG WITH TEST CERTIFICATE REPORT OBTAINED FROM GOVT./GOVT. AUT HORIZED LAB WITHIN 20 DAYS OF PLACEMENT OF PURCHASE ORDER FREE OF COST IN ASH GREY COLOR OR ANY OTHER COLOR MEETING THE BHEL SPEC. HOWEVER, VENDOR WILL HAVE TO CONFIRM TO SUPPLY OF THE CLOTH IN AS GREY COLOR AS PER BHEL SPECIFICATION FOR SUITING AND SHIRTING CLOTH. SAMP LES PROVIDED WILL BE TESTED AS PER THE TECHNICAL SPECIFICATION PARAMETERS AT NITRA GHAZUAB AD/TEXTILES COMMITTEE, KANPUR/NEW DELHI (NCR) / PANIPAT/LUDHIANA/JAIPUR, MINISTRY OF TEXTILES, GOI / NABLE APPROVED LABS. BASED ON TEST RESULTS BUYER SHALL HAVE THE RIGHT TO ACCEPT/REJEC T/ASK FOR RESUBMISSION OF SAMPLE.

NOTE: - VENDOR TO SUBMIT THEIR SAMPLES (AT BELOW ADDRESS MENTIONING SUBJECT) WIT HIN 20 DAYS AFTER PLACEMENT OF PURCHASE ORDER: -

**SUBJECT:** BIDDER MUST MENTION GEM BID NUMBER/ PO NUMBER.

#### ADDRESS:

HEAD OF MATERIAL MANAGEMENT,

PURCHASE CENTRAL, 4<sup>TH</sup> FLOOR,

MAIN ADMINISTRATIVE BUILDING, BHEL, HEEP

RANIPUR HARIDWAR UTTARAKHAND - 249403

- PRE-QUALIFYING REQUIREMENT (PQR): BIDDER MUST PROVIDE SUPPORTIVE DOCUMENTS AS PER PQ R (POINT A).
- 3. SPECIFICATIONS ENCLOSED AS ANNEXURE- 1: BIDDER MUST PROVIDE SIGNED AND STAMPED COPY, AS AN ACCEPTANCE OF ALL PARAMETERS OF ANNEXURE -1.
- **4.** BIDDER MUST PROVIDE SIGNED AND STAMPED COPY OF TERM & CONDITIONS AS MENTIONED BELOW (POINT B), AS AN ACCEPTANCE TO ALL THE TERMS & CONDITIONS.
- 5. TOTAL UNIFORM PIECES REQUIRED AS PER REQUIREMENTS SHEET ATTACHED. BIDDER MUST PROVIDE SI

GNED AND STAMPED COPY, AS AN ACCEPTANCE TO ALL THE TERMS & COI	NDITION OF THIS SHEET.

- **6. GUARANTEE CERTIFICATE** THE VENDOR WIL BE REQUIRED TO PROVIDE SIX MONTHS GUARANTEE AG AINST MANUFACTURING DEFECT. VENDOR HAS TO MAKE FREE REPLACEMENT WITHIN 15 DAYS FROM THE DATE OF REPORTING TO SUCH DEFECT.
- **7. TEST CERTIFCATE**: TEST CERTIFICATE REQUIRED AS PER TERMS AND CONDITIONS MENTIONED IN POIN T B.
- 8. CERTIFICATE OF COMPLIANCE (COC): THAT THE SAMPLES UNIFORM TO BHEL SPECIFICATIONS (ANNE XURE -1) AND ALSO IN CASE OF ORDER ON HIM THE QUALITY OF CLOTH WILL CONFORM TO BHEL SPECIFI CATION AS WELL AS APPROVED SAMPLE.

**9 PRE-INSPECTION BY BHEL IS REQUIRED** AT MANUFACTURING STATION/UNIT//FACTORY PLACE DURING IN TERMEDIATE /FINAL STAGE OF MANUFACTURING AND THE OTHER ONE BEFORE DESPATCH OF MATERIAL. REFER INSPECTION/TESTING CLAUSE C -.

# **INSTRUCTIONS:-**

\_

# Please ensure to provide/upload the following document s a nd take a note of following while submitting your offer

- (A) PLEASE PROVIDE THE SIGNED AND STAMPED COPY OF ALL THE PAGES OF BID DOCUMENT AS ACCEPTANCE OF ALL THE CLAUSES OF BID DOCUMENT (INCLUDIN G BID DETAILS, ADDITIONAL SPECIFIC ATION PARAMETERS & BUYER ADDED BID S PECIFIC ATC).
- **(B)** Please refer GeM GTC 4.0 (version 1.8) clause no f. The partici pation by the seller in e- bidding shall be construed as his/her acce ptance for all the terms and conditions as outlined in the e-bid ding

including GTC, STC and ATC . " Evaluation of the bidder's offer will also be done in consideration of this clause.

- **(C)** Signee and stamped copy of attached BHEL specification i.e. "b id Requirement / Allowed Values" sheet as acceptance of BHEL specification.
- (D) Copy of PAN & Copy of GSTIN.
- **(E)** The tender (GEM bid document) will also be hosted / notified on the website of BHEL Haridwar and BHEL website for wide publicity and maximizing the participation. However, corrigendum i f any, will be done only on GeM portal.
- (F) **Breach of contract, Remedies and Termination :** "In case of breach of contract, recovery of 10% of total contract value shall be applicable. Recovery s hall be done by encashing security instruments like Contract Execution Bank Guarantee, performance bank guarantee, EMD. In case value of security instruments available is I ess than 10% of the contract value, the balance amount be recover ed from other financial remedies (i.e. available bills of the contract or, retention amount, etc. with BHEL) or legal remedies shall be pur sued. Further, levy of liquidated damages, debarment, termination, de-s coping, short-closure, etc., shall be applied as per provisions of the contract."

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

In order to protect the commercial interests of BHEL, BHEL shall tak e action against supplies / contactors by way of suspension of busin ess dealings, who either fail to perform or are in default without an y reasonable cause, cause loss of business/ money/ reputation, ind ulge in malpractices, cheating, bribery, fraud or any other miscond uct 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 Dealing s with Suppliers/ Contractors" available at BHEL's website "https:// www.bhel.com/guidelines-suspension-business-dealings-suppliersc on tractors

# (H) 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

# (I) Conflict of Interest among Bidders / Agents :-

- "A bidder shall not have conflict of interest with other bidders. Suc h conflict of interest can lead to anti-competitive practices to the d etriment of Procuring Entity's interests. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considere d to have a conflict of interest with one or more parties in this biddi ng process, if:
- a) They have controlling partner (s) in common; or
- b) They receive or have received any direct or indirect subsidy / fin ancial 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 com mon third parties, that puts them in a position to have access to inf ormation 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 disq ualification of a II bids in which the parties are involved. However, t his does not limit the inclusion of the components / sub-assembly / Assemblies from one bidding manufacturer in more than one bid; o
- f) In case of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two man

ufacturers or quote on their behalf in a particular tender enquiry. O ne manufacturer ca 6 / 9 n also authorise only one agent / dealer. T here 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 busine ss ownership / management, only one unit should quote. Similar re strictions would apply to closely related sister companies. Bidders must proactively declare such sister / common business / manage ment units in same / similar line of business."

# 3. Generic

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. Generic

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. 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:

- 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. Scope of Supply

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

### 7. 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 25% of total value.

## 8. Purchase Preference (Centre)

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.

### 9. 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):

REQUIRED AS MENTIONED IN TENDER

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

### 10. 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.

# 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 <u>attached categories</u>, 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---