

Bid Document/ बिड दस्तावेज़

| Bid Details/बिड विवरण | |
|-----------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Bid End Date/Time/बिड बंद होने की तारीख/समय | 02-02-2023 16:00:00 |
| Bid Opening Date/Time/बिड खुलने की तारीख/समय | 02-02-2023 16:30:00 |
| 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 | 10210015-pser |
| Total Quantity/कुल मात्रा | 61 |
| Item Category/मद केटेगरी | PLATE 8 mm IS 2062 E250 BR/K (8 X 2500 X 12000) mm (Q3) |
| MSE Exemption for Years of Experience/अनुभव के वर्षों से एमएसई छूट/ and Turnover | No |
| Startup Exemption for Years of Experience/अनुभव के वर्षों से स्टार्टअप छूट/ and Turnover | No |
| Document required from seller/विक्रेता से मांगे गए दस्तावेज़ | Experience Criteria,Bidder Turnover *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer |
| Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया | Yes |
| RA Qualification Rule | H1-Highest Priced Bid Elimination |
| Type of Bid/बिड का प्रकार | Two Packet Bid |
| Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय | 2 Days |
| Payment Timelines | Payments shall be made to the Seller within 120 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 | No |
|----------|----|

ePBG Detail/ईपीबीजी विवरण

| | |
|----------|----|
| Required | No |
|----------|----|

Splitting/विभाजन

Bid splitting not applied.

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 .In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.

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 25%(selected by Buyer) percentage of total QUANTITY.

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:

- If number of technically qualified bidders are only 2 or 3.
- If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.
- In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
- 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
- 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

PLATE 8 Mm IS 2062 E250 BR/K (8 X 2500 X 12000) Mm (61 metric tonne)

(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)

| | |
|-----------------------------|-----------|
| Brand Type/ब्रांड का प्रकार | Unbranded |
|-----------------------------|-----------|

Technical Specifications/तकनीकी विशिष्टियाँ

| | |
|--------------------------------------------------------|--------------------------|
| Buyer Specification Document/क्रेता विशिष्टि दस्तावेज़ | Download |
|--------------------------------------------------------|--------------------------|

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

| S.No./क्र. सं. | Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी | Address/पता | Quantity/मात्रा | Delivery Days/डिलीवरी के दिन |
|----------------|---------------------------------------------------------|--------------------------------------------------------------------------------------|-----------------|------------------------------|
| 1 | Sunil Kumar | 803213,BARH SITE OFFICE,Ganga Bihar,NTPC Transit Camp, P.O. Barh, Patna Bihar-803213 | 61 | 60 |

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

1. Scope of Supply

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

2. 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.

3. **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.

4. **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.

5. **Certificates**

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.

6. **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.

7. **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.

8. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

ANNEXURE-A

BUYER'S SPECIFIC REQUIREMENT: PROCUREMENT OF STRUCTURAL STEEL FOR 2X660 MW BARH FGD PROJECT , STG-II

1. PRE-QUALIFYING REQUIREMENTS:

PRE QUALIFYING CRITERIA

| | |
|------------|------------------------------------------------------------------------|
| JOB | SUPPLY OF 61 MT MS PLATES FOR 2X660 , BARH FGD PROJECT , STG-II |
|------------|------------------------------------------------------------------------|

| | |
|--------------|-----------------------------|
| SL NO | CRITERIA |
| 1.0 | FINANCIAL CRITERIA : |

| | |
|------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| | <p>(A) BIDDER SHOULD HAVE AVERAGE MINIMUM ANNUAL FINANCIAL TURNOVER OF Rs. 9.92 LAKH DURING LAST THREE (3) FINANCIAL YEARS ENDING ON 31.03.2022.</p> <p>BIDDER SHOULD SUBMIT THEIR AUDITED BALANCE SHEET AND PROFIT & LOSS ACCOUNT FOR THE ABOVE MENTIONED FINANCIAL YEARS, IN SUPPORT OF THE ABOVE.</p> <p>(B) IN CASE AUDITED BALANCE SHEET AND PROFIT & LOSS ACCOUNT HAS NOT BEEN SUBMITTED FOR ALL THREE (3) FINANCIAL YEARS 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>(C) IF FINANCIAL STATEMENTS ARE NOT REQUIRED TO BE AUDITED</p> <p>STATUTORILY, THEN INSTEAD OF AUDITED FINANCIAL STATEMENTS, FINANCIAL STATEMENTS ARE REQUIRED TO BE CERTIFIED BY CHARTERED ACCOUNTANT.</p> |
| 2.0 | TECHNICAL CRITERIA: |
| 2.1 | <p>THE BIDDER SHOULD HAVE PREVIOUS EXPERIENCE OF SUPPLYING OF STRUCTURAL STEEL (PLATES OR ROLLED SECTIONS AS PER IS: 2062) TO GOVT / PSU/ REPUTED ORGANISATIONS IN LAST THREE YEARS AS ON LAST DATE OF BID SUBMISSION.</p> <p>RELEVANT DOCUMENTS IN SUPPORT OF THE SAME TO BE SUBMITTED.</p> |
| 2.2 | <p>THE BIDDER SHOULD HAVE VALID LICENSE FOR MANUFACTURING OF STRUCTURAL STEEL (PLATES OR ROLLED SECTIONS AS PER IS: 2062). SUPPORTING DOCUMENTS NEED TO BE SUBMITTED IN SUPPORT OF ABOVE.</p> |

NOTES

| | |
|---|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A | CONSORTIUM / JV BIDDING IS NOT ALLOWED. |
| B | AFTER SATISFACTORY FULLFILMENT OF ABOVE CRITERIA, OFFER SHALL BE CONSIDERED FOR FURTHER EVALUATION AND PARTICIPATION AS PER NIT AND ALL OTHER TERMS OF TENDER. CONSIDERATION OF BIDDER IS SUBJECT TO CUSTOMER'S APPROVAL/ ACCEPTANCE. |
| C | BIDDER SHOULD SUBMIT VALID PAN OF INDIA. |

2. SCOPE OF WORK:

- a)** Supply of Structural Steel (Plate) at 2X660 MW BARH FGD PROJECT, STG-II.
- 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 bills or otherwise as deemed fit. However, provisions regarding GST on output supply (goods/service) and TDS/TCS as per Income Tax Act shall be as per following clauses.

3.2 GST (Goods and Services Tax)

3.2.1 GST as applicable on output supply (goods/services) are include 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 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.

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

3.2.4 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 needs to be arranged by the contractor.

3.2.5 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.

3.2.6 In case the vendor is not required to prepare invoice in terms of Rule 48(4), a declaration regarding the same to be submitted along with the invoice.

3.3 Income Tax:

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-way bill / road permit (if applicable) to be arranged by supplier.

Delivery Period: 60 days from date of LC establishment.

DELIVERY SCHEDULE: All the Goods or Services in the GeM shall be offered on Free Delivery at Site basis within 60 days from the date of LC establishment.

5. **QUANTITY TOLERANCE:** +/- 10%.

6. **WEIGHTMENT TOLERANCE:** 70 kg per trailer load.

7. **PAYMENT TERMS:**

120 days Usance LC (by Negotiation) as per following terms & conditions:

- i. 120 days Usance LC (Irrevocable) reckoned from the date of submission of documents at Beneficiary bank. Opening charges and retirement charges to BHEL's account, all other charges to supplier's account.
- ii. LC extension charges would be borne by party for which delay has occurred,
- iii. Item- wise / full LC to be opened within 21 days from the date of PO,
- iv. The last shipment date shall be 60 days from date of LC establishment for Structural Steel - Plates .
- v. Actual Weight of material as per MRC / SRV will be considered for payment,
- vi. Negotiation period is maximum 21 days from the date of shipment.
- vii. Negotiable documents shall be restricted to bidder:
 - a) GST Invoice in one original, b) Copy of Lorry Receipt (LR)/Railway Receipt (RR), as applicable & c) Copy of Manufacturer's Factory test certificate.
- viii. Documents to be submitted for payment / BOE clearance (if applicable) in

addition to the LC negotiable documents:

a) Copies of GST Invoice, b) Challan / LR. c) Declaration of full GST Credit to BHEL.

- ix. For suppliers whoever is requesting for confirmation/acceptance to BOE (Bill of Exchange), acceptance to BOE shall be provided in 21 days from receipt of material at site, as applicable and receipt of above documents complete in all respect. Acceptance value shall be the actual payable value. Discounting of bills may be done by suppliers on their own.
- x. LC shall necessarily mention about LD applicability as per PO, quantity tolerance including LC value tolerance, GST on LD, TDS as per GST Act etc. For any difference in billing, weigh shortage, rejections etc., Credit/Debit note shall be obtained from supplier. Preferably draft of LC may be shared with suppliers for first time/case to avoid any issues at later stage/ LC amendments.
- xi. LC to be opened for full / item-wise value of including GST but excluding TDS (GST TDS & IT TDS). Partial negotiation, partial shipments and transhipments shall be allowed. For LC amendment i. e. validity extension of delivery date, charges shall be to suppliers account and amendment will be done in 5-7 days from request.
- xii. Paying Authority: AGM / Finance, BHEL-PSER Kolkata,
- xiii. Any Interest if levied thereon for reasons elaborated in Tax clause of the tender which is not attributable to BHEL will be recovered from the Final Payment / Retention.
- xiv. No advance shall be paid.

ONE SET COPY OF BOE SUBMITTED DOCUMENT AT NEGOTIATING BANK'S COUNTER ALONG WITH OTHER DOCUMENTS REQUIRED AS MENTIONED ABOVE IN PAYMENT TERMS FOR PAYMENT / BOE CLEARANCE TO BE SUBMITTED TO SITE.

8. DOCUMENTS REQUIRED ALONG WITH DISPATCH OF MATERIAL (Billing Documents): The following documents are required with dispatch:

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

9. CONSIGNEE DETAILS:

CONSTRUCTION MANAGER
3X660 MW STAGE 01 & 2X660 MW STAGE 02
BARH FGD SITE
GANGA BIHAR, NTPC TRANSIT CAMP,
PO- BARH, PATNA,
BIHAR – 803213

10. PORTAL ADDRESS & EMAIL ADDRESS:

sumanta@bhel.in, sunil.kr@bhel.in & v.singh@bhel.in

11. GOLDEN PARAMETERS:

| TECHNICAL PARAMETERS FOR STRUCTURAL STEEL PROCUREMENT GEM FOR FOR 2X660 MW BARH FGD PROJECT , STG-II | | |
|---------------------------------------------------------------------------------------------------------------------|-----------------------------------------|---------------------------------|
| SL N O | DESCRIPTION | Technical Parameters |
| | | MS PLATE 8MM THK |
| 1 | Strength Grade Of Steel | IS 2062 E 250 Gr. BR |
| 2 | SIZE OF THE SECTION (MM) | 8X2500 |
| 3 | LENGTH (MM) | 12000 |
| 4 | Type of Steel (e.g. Killed/Semi-killed) | Killed |

| | | |
|----------|---------------------------------|---------------------------------------|
| 5 | Process Of Manufacture Of Steel | Hot rolled |
| 6 | Test | Impact Resistance at room Temperature |

12.INPUT DETAILS FOR INVOICE:

| DETAILS | CUSTOMER NAME [INVOICED TO] | CUSTOMER NAME [INVOICED TO] | PAYING AUTHORITY |
|----------------|------------------------------------------------------------------|--------------------------------------------------------------------|-------------------------------------------|
| Address Line 1 | BHARAT HEAVY ELECTRICALS LIMITED | CONSTRUCTION MANAGER BHARAT HEAVY ELECTRICALS LIMITED | AGM (FINANCE) |
| Address Line 2 | 3X660 MW STAGE 01 2X660 MW STAGE 2 BARH FGD SITE | 3X660 MW STAGE 01 2X660 MW STAGE 2 BARH FGD SITE | Bharat Heavy Electricals Limited |
| Address Line 3 | GANGA BIHAR, NTPC TRANSIT CAMP | GANGA BIHAR, NTPC TRANSIT CAMP | 9/1-DJ, SECTOR-II |
| Address Line 4 | P.O. - BARH | P.O. - BARH | SALT LAKE CITY |

| | | | |
|---------------------|-----------------------------------|-----------------------|-------------|
| Address Line 5 | PATNA | PATNA | KOLKATA |
| PINCODE | 803213 | 803213 | 700091 |
| STATE | BIHAR | BIHAR | West Bengal |
| COUNTRY | INDIA | INDIA | INDIA |
| CONTACT PERSON | Mr. Anuruddha Sarkar | Mr. HIMANSHU TRIPATHI | |
| DESIGNATION | Deputy General Manager / Purchase | SENIOR ENGINEER | |
| IT PAN NO | AAACB4146P | AAACB4146P | |
| GST registration no | 10AAACB4146PIZ U | 10AAACB4146PIZU | |

13 .INSURANCE

Transit insurance shall be in Bidder's scope.

14. 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
- b) GeM Bid
- c) General Terms and Conditions on GeM.

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. Any clause(s) incorporated by the Buyer regarding following shall be treated as null and void and would not be considered as part of bid:-

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.
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---