

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	13-11-2023 13:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	13-11-2023 13:30:00
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	1
Item Category/मद केटगरी	Supply, Installation and Warranty Support of Desktop, Laptop and Other IT Hardware (Q3)
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
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Certificate (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
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
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	
Payment Timelines	Payments shall be made to the Seller within 90 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)
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation

EMD Detail/ईएमडी विवरण

Required/आवश्यकता	No
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ePBG Detail/ईपीबीजी विवरण

Required/आवश्यकता	No
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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
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MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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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 100%(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

Pre Bid Detail(s)

Pre-Bid Date and Time	Pre-Bid Venue
06-11-2023 15:00:00	<p>ONLINE- Microsoft Teams meeting Join on your computer, mobile app or room device Click here to join the meeting Meeting ID: 431 197 886 333 Passcode: rP5fpQ Download Teams Join on the web Join with a video conferencing device teams@bhel.onpexip.com Video Conference ID: 133 442 652 2 Alternate VTC instructions Learn More Meeting options</p> <p>URL: <a \"b5fad749-aea2-4c55-a02b-fdbd7bcf8a8c\",="" \"f179c39c-10ea-4841-97b4-6762aa74aea6\"}"="" \"oid\":="" href="https://teams.microsoft.com/l/meetup-join/19:meeting_NDcxNDFiMTItZmYyYS00NDhmLWI5ZGltM2IyOTdkZmZIM2Q4@thread.v2/0?context={\" tid\":="">https://teams.microsoft.com/l/meetup-join/19:meeting_NDcxNDFiMTItZmYyYS00NDhmLWI5ZGltM2IyOTdkZmZIM2Q4@thread.v2/0?context={\"Tid\": \"b5fad749-aea2-4c55-a02b-fdbd7bcf8a8c\", \"Oid\": \"f179c39c-10ea-4841-97b4-6762aa74aea6\"}</p>

Supply, Installation And Warranty Support Of Desktop, Laptop And Other IT Hardware (1 set)

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/कमशः 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
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Input Tax Credit(ITC)/इनपुट कर क्रेडिट(आईटीसी) and/ तथा Reverse Charge(RCM)/रिवर्स प्रचार (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	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Ravi Kumar	700091,DJ - 9/1 ,Karunamoyee , Sector 2 , Salt lake	1	35

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. 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 %.

3. 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.

4. 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.

5. Generic

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.

6. 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 100% of total value.

7. 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.

8. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

Pre-Qualification Criteria

Technical

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1) The bidder shall be Original Equipment Manufacturer (OEM) / OEM's authorized partner or System Integrator (SI) of OEMs. Bidders other than OEMs must obtain and submit authorization letter (from OEM specifically, for this tender mentioning BHEL's tender reference number).

2) The bidder must have a valid ISO 9001:2008 (or latest) Certificate or a valid ISO 27001:2013 (or latest) certificate. Bidder to submit necessary documentary evidence to ascertain the same.

Pre-Qualification Criteria

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Financial

3. (a) Bidder should have average annual turnover of minimum Rs. 6.8 lakh during three consecutive financial years 2020-21, 2021-22 and 2022-23 and should have positive net worth as on latest audited accounts as submitted for para 4 (c).

(b) Bidder must have earned profit in any 1 (one) of the three consecutive financial years 2020-21, 2021-22 and 2022-23. Audited balance sheet and profit & loss account of the company for the above mentioned financial years need to be submitted in support of above.

(c) in case audited balance sheet and profit & loss account has not been submitted for that three consecutive years indicated above, then the applicable financial audited statements submitted by the bidders against the requisite years, will be averaged for 3 (three) years.

(d) if financial statements are not required to be audited statutorily, then instead of audited financial statement, financial statements are required to be certified by chartered accountant.

4. Bidder should have valid PAN and valid GSTIN certificate. Relevant supporting documents shall be submitted by the bidder.

Note:

1. The bidder who meets the above pre-qualification criterion can only participate in the tender.

2. Bidders quoting in Indian Currency (INR) only shall be qualified.

3. Consortium/ JV bidding is not allowed for this tender.

4. If the bidder happens to be subsidiary of a parent company, then the credentials of its sister-concern (un

der the same business) and the parent company can also be considered for meeting the above PQC.

5. Bidder must not be under bankruptcy code proceedings (IBC) by NCLT or under Liquidation / BIFR, which will render him ineligible for participation in this tender, and shall submit undertaking to this effect.

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TECHNICAL SPECIFICATIONS & SPECIAL CONDITIONS OF CONTRACTS (TS & SCC)

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Broad Scope of Job: Supply, Installation and Warranty Support of Desktop, Laptop and Other IT Hardware

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1.0 Request for Proposal - Brief Scope of Work:

Bharat Heavy Electricals Ltd. (A Govt. of India Undertaking) invites tenders from bidders who qualify as per criteria. The tender is invited for supply, installation & warranty support of Desktop, Laptop and other IT Hardware throughout India for a period of THREE years. The tender has to be submitted in TWO PARTS namely TECHNO-COMMERCIAL (unpriced) and PRICE BID.

2.0 Instructions & Guidelines to Bidders:

2.1 Introduction:

M/s Bharat Heavy Electricals Limited (A Govt. of India Undertaking) incorporated under the Companies Act 1956 having registered office at BHEL House, Siri Fort, New Delhi-110049 through its office at Kolkata (BHEL Bhavan, Plot DJ 9/1, Sector-II, Salt Lake City, Kolkata-700091) hereinafter referred to as "BHEL", which expression shall include its successors and assigns), invites offers for procurement of equipment / service in BHEL, as per requirements and Commercial Terms and Conditions detailed in the tender documents.

2.2 Requirement:

The summary of requirements is enclosed in Annexure-II. The rates for the various items will be finalized and order will be placed for the indicated quantities. Successful bidder shall submit the Security deposit as mentioned in the PO/WO/LOA in line with GCC clause.

2.3 Pre-Bid Conference:

2.3.1 The bidders are expected to carefully go through this Tender Document and understand

all the requirements thoroughly before submitting their offer. Any pre-Bid clarification and

query pertaining to this tender enquiry must be submitted in writing and addressed to the

official inviting the offers. All these queries will be clarified in the Pre-Bid Meeting. BHEL will not entertain or respond to bidders' queries received after the Pre-Bid Meeting.

2.3.2 Pre-Bid conference of the Bidders shall be convened at the designated date, time and

place. A maximum of 3 representatives of each Bidder shall be allowed to participate on

production of authority letter from the Bidder.

2.3.3 During the course of Pre-Bid conference, the Bidders will be free to seek clarifications and make suggestions for consideration. BHEL shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.

2.3.4 Any submission of tender by the bidder shall be deemed to have been done after careful study and examination of the tender documents and with the full understanding of the implications thereof. Post bid clarifications sought after opening Techno Commercial Bid but before opening price bid should be without price implications.

Note:

- A. Price Bid of the technically and commercially acceptable bidders only shall be opened.
- B. No correspondence shall be entertained from the bidders after the opening of Price Bid(s).
- C. Standard pre-printed conditions of the bidders attached to the offer will not be accepted and only those mentioned in the body of his offer and endorsement of BHEL terms and conditions in a pre-printed format will be considered.
- D. No Literature, Pamphlets other than what is specified is to be enclosed. All such enclosures will not be considered as part of the quotation.
- E. Manufacturer's name, trade Mark or Patent No. (if any) should be specified.

2.4 Deviations:

Bids shall be submitted strictly in accordance with the requirements and terms & conditions of the Tender Enquiry. Vendors have to submit a "No Deviation Certificate" in Part-I of the offer as per format enclosed.

3.0 Bill of Material & Delivery Locations:

3.1 Bill of Material:

Sl. No.	Item Description	Unit of Measurement (UOM)	Quantity	Delivery Location
A. Supply of Items				
1	Desktop PC	Number	8	Kolkata
2	Workstation PC	Number	1	Kolkata
3	Laptop	Number	8	Kolkata
4	Compact Plotter	Number	1	Kolkata
5	Projector	Number	1	Kolkata

B. Installation, Commissioning, Testing, Stabilization, Demonstration, Training of Supplied Items

1	One-time Installation, commissioning, testing, stabilization, demonstration and training etc. charges for complete system as per scope	Lot	1	Kolkata
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Detailed address of delivery locations is enumerated in Table below:

3.2 Delivery Locations:

Sl. No.	Location Name	Detailed Address
1	Kolkata	BHEL Bhawan, Plot No. 9/1, DJ-Block, Sector-II, Salt Lake City, Kolkata-700091
Note: Based on requirement, BHEL PSER may move the supplied IT equipment to any of its project sites across India. Vendor must provide support for installation and commissioning of the equipment after movement.		

(1) Make & Specification of the above items should be as per Annexure-II - Technical Specifications. The dimensional tolerance for the items shall be within the range of +/- 5% as specified.

(2) Transit Insurance is in the Scope of vendor.

(3) Loading / Unloading of all materials at site is in the scope of vendor.

(4) Quantity may vary (increase / decrease) depending on the actual situation at site during execution or customer obligation or any other unforeseen circumstances (equivalent to +/- 30% of total order value). For any increase / decrease in quantity during execution, the item rates shall be firm

(5) All other small accessories / items etc. required for installation shall be included in the (B.1) One Time Installation, commissioning charges of Table-A as per order. BHEL is not liable to provide any item towards installation commissioning of equipment. Bidder has to make all arrangements at their own cost.

4.0 Delivery & Completion Schedule:

(a) Supply Schedule (Delivery and Inspection): Within Four (4) Weeks from the date of delivery instruction from the authorized official of respective locations.

(b) Installation and Commissioning: Within one (1) Week from the date of installation service instruction from the authorized official of BHEL.

Post-delivery inspection of materials would be carried out by BHEL to ensure functional completeness of su

plied items. Materials found defective at the time of delivery should be replaced free of cost by vendor within 10 days of date of intimation by BHEL officials.

5.0 Scope of Work:

Installation and configuration of all the hardware items supplied under the scope of the Contract.

5.1 Installation of Desktop, Workstation & Laptop:

- (a) Inventory & Configuration, verification against Ordered Specification
- (b) Installation of OS
- (c) Installation of latest OS patches and security updates.
- (d) Partitioning (wherever asked for)
- (e) Installation of Software packages provided by BHEL (like Antivirus, MS Office, Adobe acrobat, etc.)
- (f) Printer configuration
- (g) Network configuration
- (h) Client email configuration
- (i) Internet configuration
- (j) Transfer of data from the replaced PC's.

5.2 Installation of Compact Plotter

- (a) Inventory & Configuration, verification against Ordered Specification
- (b) Perform power on self-test
- (c) Network configuration
- (d) Driver Installation on client machines
- (e) Perform system & verification tests

5.3 Installation of Projector

- (a) Inventory & Configuration, verification against Ordered Specification
- (b) Perform power on self-test
- (c) System configuration
- (d) Installation using ceiling mount
- (e) Cable routing in conference hall
- (f) Projection adjustment for conference hall screen
- (g) Perform system & verification tests

6.0 Warranty Period

Three (03) years inbuilt warranty for the supplied equipment to be provided by vendor from the date of installation & commissioning as per certification by concerned BHEL officials of respective location. OEM warr

anty for major active components are as per specification. The warranty must include cost of labour, spare s, replacement etc. The warranty support has to be provided at any location across India.

During the Warranty period the Vendor shall provide breakdown maintenance for the whole set up free of cost (exclusive of physical damage). HSN code of products to be mentioned on the GST invoice.

7.0 Newness certificate

All the items supplied as per BOM under the scope of this tender, should be NEW and confirming to the contract technical specifications.

The newness certificate should be furnished (as indicated against the items in Bill of Material) containing the serial number or identification number of the item along with the mention of month and year of manufacturing of the items. OEM O&M manuals (as applicable) and drawings wherever applicable, have to be provided by the vendor along with the supplied materials as a part of handover.

After Installation of the whole set up the vendor has to submit proper installation report which has to be duly signed by vendor's service engineer and certified by BHEL personnel.

8.0 Liquidated Damage / Penalty

Subject to force majeure, If vendor fails to complete the job as per aforesaid Supply and Installation & Commissioning schedule, BHEL shall have the right to recover as penalty as below. Penalty on delay in supply and/or Installation & commissioning will be applicable to the delays attributed to vendor. Penalty will be considered separately for "Supply" and "Installation & Commissioning": -

(a) The rate of penalty for delayed Supply for a location shall be @0.5% per week of delay of total order value subject to maximum of 10% of total order value excluding GST & BOCW Cess.

(b) The rate of penalty for delayed Installation & Commissioning shall be @0.5% per week of delay of total order value subject to maximum of 10% of total order value excluding GST & BOCW Cess.

(c) Maximum penalty for delay in Supply and Installation & Commissioning together shall be limited to 15 % of total order value excluding GST & BOCW Cess as applicable.

Partial supply shall be considered as delay in supply. In case of LD recovery, the applicable GST shall also be recovered from vendor.

Partial supply shall be considered as delay in supply. **In case of LD recovery, the applicable GST shall also be recovered from vendor.**

9.0 Payment terms

A. 80% of the total order value excluding GST and BOCW Cess (as applicable), shall be payable within 90 days (45 days for MSE, 60 days for Medium Enterprises) on submission of Original GST Invoice, against submission of the following:

- (i) Receipt and acceptance of material at site
- (ii) Original LR/Consignment copy
- (iii) Receipted delivery Challan
- (iv) Warranty Certificate
- (v) Newness Certificate (as indicated against the items in Bill of Material)

- (vi) OEM MAF (Manufacturer Authorization Form) documents, as applicable.

B. Balance 20% of the total order value excluding GST and BOCW Cess (as applicable), shall be payable within 90 days (45 days for MSE, 60 days for Medium Enterprises) against submission of the following:

- (i) Installation & Commissioning Report signed by BHEL.
- (ii) Warranty certificate by vendor for 3 years for all the supplied equipment.

C. Applicable GST and Applicable BOCW Cess shall be payable subject to fulfilment of the following:

- (i) You declaring such Invoice in your IFF/GSTR-1; and the same should be available to BHEL in FORM GSTR-2B electronically through the common portal
- (ii) Receipt of Goods / services and Tax Invoice by BHEL
- (iii) Confirmation of payment of GST thereon by you on GSTN Portal; and confirmation of payment of such GST to the Government through filing of GSTR-3B of corresponding month/quarter.
- (iv) Above is subject to receipt of goods / service and tax invoice thereof along with you declaring invoice in your return and paying GST within timeline prescribed for availing ITC by BHEL.

D. Paying Authority: Head of Finance, BHEL Kolkata

E. No advance shall be paid. Payment shall be paid through RTGS in INR only.

10.0 Other Terms and Condition:

1. During warranty period BHEL may ask for shifting of equipment within the site premises, vendor should execute the same as per warranty scope.
2. User training after completion of installation is under vendor scope which should be inclusive in the quoted price.
3. Charges for deployment of manpower including food and lodging expenses for the above scope of main and optional job shall be borne by the vendor. No additional claims of vendor shall be entertained in this regard by BHEL.
4. During the warranty period any sort of job like cleaning of equipment or any other job required pertaining to this matter shall be under the scope of the vendor.
5. During the contract period if any damage or similar incident happen which are not attributable to vendor & requires reinstallation, same shall be considered as shifting or alteration as per above scope for which separate order shall be placed on vendor on mutually agreed rates.
6. For warranty support purpose vendor needs to furnish single point contact and escalation matrix.
7. should carry out all safety aspects as per site safety regulation. Project sites are inside the customer premises so all the customer protocol for working at site are to be followed.

11.0 Force Majeure:

The vendor shall not be responsible for delay in delivery resulting from acts / events beyond his control, the service provider shall provide notice of the happening of any such act / event to the purchaser within 15 days from the date of its occurrence. Such acts / events shall include but not be limited to acts of God, war, floods, earthquakes, strikes, lockouts, epidemics, riots, fire or Governmental regulations superimposed after the date of order / contract.

12.0 Price Variation Clause: Not Applicable

13.0 Over Run Charges: Not Applicable

14.0 Insurance:

It is the sole responsibility of the contractor to insure his materials, equipment, workmen etc. against accidents and injury while at work and to pay compensation, if any, to workmen as per Workmen's Compensation Act. The work will be carried out in a protected area and all the rules and regulations of the client / BHEL in the area of project which are in force from time to time will have to be followed by the contractor.

15.0 Taxes & Duties:

	TAXES, DUTIES ETC
1	<p>All taxes excluding GST (as specified elsewhere in this clause) & BOCW Cess (as specified elsewhere in the tender) but including, Charges, Royalties, any State or Central Levy and other taxes for or materials if any obtained for the work and for execution of the contract shall be borne by successful bidder and shall not be payable extra by BHEL.</p> <p>Any increase of above at any stage during execution of contract, including extension of the contract, shall have to be borne by successful bidder contractor.</p> <p>Bidder's quoted/ accepted rates/ price shall be inclusive of all such requirements.</p>
2	<p>GST along with Cess (as applicable) legally leviable & payable by successful bidder as per GST Laws shall be paid by BHEL, extra.</p> <p>Hence, bidder shall not include GST along with Cess (as applicable) in their quoted rates/ price.</p>
3	<p>Successful bidder shall furnish proof of GST registration with GSTN Portal covering the services under this contract.</p> <p>Registration should also bear endorsement for the premises from where the billing shall be done by successful bidder on BHEL for this project / work.</p>
4	<p>Since GST on output will be paid by BHEL separately as enumerated above, bidder's quoted rates / price should be after considering the Input Credit under GST law at bidder's end.</p>

5	TDS under Income Tax Act shall be deducted as per prevailing IT rules from the bills.
6	TDS under GST shall be deducted as per prevailing GST rules from the bills.
7.1	You may collect TCS under section 206C(1H) of Income Tax Act, 1961 if applicable.
7.2	In case, you collect TCS under section 206C(1H) of Income Tax Act, 1961, following compliance is required.
7.2.1	TAN and PAN of vendor should appear in all invoices/claims. Copy of TAN /TCS registration is to be submitted.
7.2.2	Amount of TCS and Assessable value on which TCS has been calculated should be specified clearly in the invoice.
7.2.3	You shall be required to submit certificate of TCS in Form no. 27D within 15 days from the due date for furnishing the statement of tax collected at the source.
7.3	In case, you do not collect TCS under section 206C(1H) of Income Tax Act, 1961, following declaration is to be submitted alongwith each invoice: - "I/We hereby declare that I/We are not required to collect TCS under section 206C(1H) of Income Tax Act, 1961, on this bill.
7.4	In event of failure to comply with the provisions of the Act, or proper certificate not issued, or if tax collected but not remitted to the Government, or for any other reason and thereby causing loss to BH EL, the same shall be recoverable from the vendor with applicable interest.
7.5	You shall comply with all statutory amendment/notifications in this respect.

8	<p>Bidder shall note that GST Tax Invoice complying with GST Invoice Rules (Section 31 of GST Act & Rules referred thereunder) wherein the 'Bill To' details shall encompass following.</p> <p>BHEL GSTN - Refer attached GSTN code table of BHEL.</p> <p>Name - BHARAT HEAVY ELECTRICALS LIMITED</p> <p>Address - Shall be intimated later.</p> <p>Specific details of BHEL GSTN, Name and Address as stated above, have been specified elsewhere in the tender.</p>
9	<p>Successful bidder to intimate immediately on the day of removal of goods (in case of any supply of goods) to BHEL along with all relevant details and send a scanned copy of Tax Invoice to BHEL through following communication mode for enabling BHEL to meet its GST related compliances.</p> <p>Portal address and Email address - Shall be intimated later.</p> <p>Specific details of above shall be intimated to successful bidder by BHEL at appropriate juncture.</p>
10	<p>In case of delay in submission of above mentioned documents on the date of despatch, BHEL may incur penalty/ interest for not adhering to Invoicing Rules under GST Law.</p> <p>The same will be liable to be recovered from successful bidder, in case such delay is not attributable to BHEL.</p>
11	<p>In case of raising any Supplementary Tax Invoice (Debit / Credit Note), successful bidder shall issue the same containing all the details as referred to in Section 34 read with Section 31 of GST Act & Rules referred there under.</p>
12	<p>Successful bidder shall comply with the Time Limit prescribed under the GST Law and rules thereof for raising of the Tax Invoice.</p> <p>If any supply of goods is applicable, successful bidder shall also ensure prompt delivery of goods after despatch.</p>

13	Bidder shall note that in case GST credit is delayed / denied to BHEL due to delayed / non receipt of goods and / or Tax Invoice or expiry of the timeline prescribed in GST Law for availing such ITC, or any other reasons, not attributable to BHEL, GST amount shall be recoverable from successful bidder along with interest levied/ leviable on BHEL, as the case may be.
14	<p>Successful bidder shall upload the invoices raised on BHEL in IFF/GSTR-1 within the prescribed time as given in the GST Act, and the same should be available to BHEL in FORM GSTR-2B electronically through the common portal; and confirmation of payment of such GST to the Government through filing of GSTR-3B of corresponding month/quarter.</p> <p>Bidder shall note that in case of delay in declaring such invoice in your return and GST credit availed by BHEL is denied or reversed subsequently as per GST Law, GST amount paid by BHEL towards such ITC reversal as per GST law shall be recoverable from the successful bidder along with interest levied / leviable on BHEL.</p>
15	<p>Successful bidder to arrange for e-waybill for any movement of goods for the execution of the contract.</p> <p>Successful bidder has to make their own arrangement at their cost for completing the formalities, if required, with Issuing Authorities, for bringing materials, plants & machinery at site for execution of the works under this contract, Road Permit / Way Bill, if required, shall be arranged by successful bidder and BHEL will not supply any Road Permit/ Way Bill for this purpose.</p>
16	Any new taxes & duties, if imposed subsequent to due date of offer submission as per NIT & TCN, by statutory authority during contract period (including extension, if the same is not attributable to you), shall be reimbursed by BHEL on production of relevant supporting document to the satisfaction of BHEL. However, you shall obtain prior approval from BHEL before depositing new taxes and duties.
17	Benefits and / or abolition of all existing taxes must be passed on to BHEL against new taxes, if any, proposed to be introduced at a later date.

16.0 Non-Disclosure Agreement

16.1 The successful bidder shall comply with the Information Security Management System of BHEL and work within the framework of ISMS as applicable in BHEL from time-to time.

16.2 All the material / information sent to the successful bidder shall be treated as confidential and should not be disclosed in any matter to any unauthorized person under any circumstances. The successful bidder has to furnish a Non- Disclosure Agreement (NDA) (as per Annexure: IV) in line with the Owner's Information Security Management System (ISMS).

17.0 Confidentiality:

Bidder and its representatives shall, at all times, undertake to maintain complete confidentiality and integrity of all data, information, software, drawings & documents, etc. belonging to the Purchaser and also of the Systems, procedures, reports, input documents, manuals, results and any other company documents discussed and/or finalized during the course of execution of the order/contract.

18.0 Patents & Trademarks:

Bidder shall at all times indemnify the Purchaser against all claims which may be made in respect of the Systems/goods/Software supplied by the Bidder, for infringement of any right protected by patent, registration of designs or trademarks and legality of usage of Software. In the event of any such claims being made against the Purchaser, Purchaser/Lessee will inform the Bidder who shall at his own cost either settle any such dispute or conduct any litigation that may arise there from.

19.0 Sub-Contracting:

Order/contract or any part thereof shall not be sub-contracted, assigned or otherwise transferred to another party without prior written consent of the Purchaser. The invoices will be raised by the bidder only and all payments/deductions will be done against the bidder bills only.

20.0 Performance Security/ Performance Bank Guarantee (PBG) or e-PBG: Not Applicable.

21.0 Loading: Not Applicable.

Annexure II: Technical Specification

Sl.	Item Description	Detailed Specifications	
1.	Desktop PC	Make & Model (to be filled by bidder):	
		Preferred Make:	HP, Dell, Lenovo
		Type:	Business / Commercial Model
		CPU:	Intel Core i5 12th Gen CPU or higher

		RAM:	16GB RAM or higher
		Storage:	1TB SSD or higher
		Display:	23 inch display or higher
		OS:	Windows 11 Professional or higher
		Graphics:	Latest On-board Graphics feature
		Ports:	Minimum 4 USB ports and 1x 3.5mm audio in/ out jack or combo jack, minimum 1 port VGA / HDMI /DP
		Connectivity:	Integrated (on-board) 100/1000Mbps RJ45 port , Integrated wireless 802.11 g/n/ac or higher
		Webcam	Integrated / External Webcam with Mic
		Keyboard:	Minimum 104 keys (Same make as PC)
		Mouse:	2/3 Button optical scroll mouse (Same make as PC)
		Warranty:	3 Years OEM warranty
2.	Workstation PC	Make & Model (to be filled by bidder):	
		Preferred Make:	HP, Dell, Lenovo
		Type:	Business / Commercial Model
		CPU:	Intel Core i7 12th Gen CPU or higher
		RAM:	16GB RAM or higher
		Storage:	1TB SSD or higher
		Display:	27 inch display or higher
		OS:	Windows 11 Professional or higher
		Graphics:	Discrete Graphics with min. 4GB memory
		Ports:	Minimum 4 USB ports and 1x 3.5mm audio in/ out jack or combo jack, minimum 1 port VGA / HDMI /DP
		Connectivity:	Integrated (on-board) 100/1000Mbps RJ45 port , Integrated wireless 802.11 g/n/ac or higher
		Webcam	Integrated / external webcam with Mic
		Keyboard:	Minimum 104 keys (Same make as PC)
		Mouse:	2/3 Button optical scroll mouse (Same make as PC)
		Warranty:	3 Years OEM warranty
3.	Laptop	Make & Model (to be filled by bidder):	

		Preferred Make:	HP, Dell, Lenovo
		Type:	Business / Commercial Model
		CPU:	Intel Core i5 12th Gen CPU or higher
		RAM:	16GB RAM or higher
		Storage:	1TB SSD or higher
		Display:	14 inch display or higher
		OS:	Windows 11 Professional or higher
		Graphics:	Latest On-board Graphics feature
		Ports:	Minimum 2 USB ports and 1x 3.5mm audio in/ out jack or combo jack, minimum 1 port VGA/ HDMI/DP
		Connectivity:	Integrated (on-board) 100/1000Mbps RJ45 port , Integrated wireless 802.11 g/n/ac or higher, Integrated Bluetooth
		Keyboard:	Integrated backlit keyboard and integrated touchpad
		Webcam:	Integrated webcam with mic
		Mouse:	2/3 Button optical scroll mouse
		Accessories:	Laptop bag
		Warranty:	3 Years OEM warranty
4.	Compact Plotter	Make & Model (to be filled by bidder):	
		Preferred Make:	HP, Canon, Epson, Brother
		Type:	Compact Large Format Plotter 24 inches (A1)
		Supported Media Size:	A4, A3, A2, A1
		Speed:	30 sec/page on A1
		Connectivity:	Ethernet, Wi-Fi, USB
		Warranty:	3 Years OEM warranty
5.	Projector	Make & Model (to be filled by bidder):	
		Preferred Make:	BenQ, Epson, Optoma
		Type:	Full HD Projector
		Brightness:	4000 ANSI Lumens or more
		Light Source:	LED
		Native Resolution:	1920x1080 or more

		Native Aspect Ratio:	16:9
		Inputs:	HDMI, USB & LAN inputs
		Speaker:	10W Built-in speaker or more
		Remote:	Remote Controller to be included
		Warranty:	3 Years OEM warranty

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Annexure III: Price Schedule

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VOLUME-III, REV-0			
Supply, Installation and Warranty Support of Desktop, Laptop and Other IT Hardware			
SCH-1 : TOTAL PRICE			
Sl. No.	Description	Price Schedule Ref.	Total Price (in INR)
1	Supply, Installation and Warranty Support of Desktop, Laptop and Other IT Hardware	SCH 2 - Price Break up	<u>In Figures:</u>
			-
			<u>In Words:</u>
			-
			-
NOTE			
1.0	Bidder shall quote TOTAL PRICE for SCH-1 Part only at Sl. No. 1 above. All other amounts / rates of each item of job in respective schedules / parts will be derived based on allocated percentages. As such, any uncalled figure/ amount noted at any other place / schedule of Volume-III will not be reckoned & will stand null & void.		

2.0	Bidder to note that TOTAL PRICE at Sl. No. 1 above shall be considered for evaluation & awarding. The TOTAL PRICE shall be on "All Inclusive Total F.O.R Destination Price excluding GST" for Supply and Installation & Warranty Support for all the items. As such, TOTAL PRICE should be complete in all respect for the full scope defined and considering all terms and conditions.
3.0	Bidder's quoted TOTAL PRICE of SCH-1 at Sl. No 1 above, shall be apportioned into amount of various items of job based on allocated percentages against respective item, in respective schedules / parts. As such, bidder shall not indicate / quote any amount / rate in these schedules / parts and any amount / rate quoted against any item shall not be taken into cognizance / account and offer may be liable for rejection.
4.0	Based on the item wise percentage allocations, the amount for the individual items of the Bill of Quantity shall be arrived at. The rates of individual items shall be derived from the amount against each items and its quantity after rounding off to up to 2 decimal places. However, RA bill payment shall be done after rounding off the gross amount to two decimal points. Any adjustment, if required, due to such methodology, will be effected / adjusted in final bill.
5.0	Bidders to note that this is an item rate contract. Payment shall be made for the actual quantities of job executed at the unit rate arrived at as per Sl. No.4 above.
6.0	Any item as per scope of job, if not included in the price quoted above and shown separately will not be taken cognizance of and the offer shall be liable for rejection.
7.0	Price format shall not be changed by bidder in any case and it may lead to cancellation of their offer.
8.0	The quoted TOTAL PRICE shall be including transportation charges on FOR site basis but excluding GST
9.0	The quantity of items may vary during execution mainly due to actual requirement etc. The unit rates work out from the overall amount quoted & accepted by BHEL shall be considered and no separate unit rates shall be allowed. Unit rates shall be valid throughout the contract period.

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VOLUME-III, REV-0				
Supply, Installation and Warranty Support of Desktop, Laptop and Other IT Hardware				
SCH-2 : PRICE BREAK UP				
Sl. No.	Item Description	Unit of Measurement (UOM)	Quantity	Weightage
A.	Supply of items (inclusive of warranty support as per tender terms and conditions) = 80% of Total Order Value			
A.1	Desktop PC	Numbers	8	0.254864074
A.2	Workstation PC	Numbers	1	0.051502224
A.3	Laptop	Numbers	8	0.394804890
A.4	Compact Plotter	Numbers	1	0.059227984

A.5	Projector	Numbers	1	0.039600829
	Sub-total of supply of items			0.800000000
B.	One-time installation, commissioning, testing, stabilization, demonstration and training etc. Charges for complete system as per scope = 20% of Total Order Value			
B.1	Desktop PC	Numbers	8	0.063716018
B.2	Workstation PC	Numbers	1	0.012875556
B.3	Laptop	Numbers	8	0.098701223
B.4	Compact Plotter	Numbers	1	0.014806996
B.5	Projector	Numbers	1	0.009900207
	Sub-total of one-time installation, commissioning, testing, stabilization, demonstration and training etc. Charges for complete system as per scope			0.200000000
	TOTAL			1.000000000

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Annexure IV: Mutual Non-Disclosure Agreement

This Agreement is made and entered into as of the last date signed below (the "Effective Date") by and between **Bharat Heavy Electricals Ltd. (BHEL)**, a Public Sector Organization having its principal place of business at BHEL House, Siri Fort, New Delhi - 110049 and [<your company's name>](#), a [<type of corporation>](#) corporation, hereinafter called "The Bidder", whose principal mailing address is [<registered address>](#).

WHEREAS in order to pursue the mutual business purpose of this particular project as specified in Bid document for "supply, installation and warranty support of all in one desktop, printer and other IT hardware", **BHEL** and the Bidder have an interest in participating in discussions wherein either Party might share information with the other that the disclosing Party considers to be proprietary and confidential to itself ("Confidential Information"); and

WHEREAS the Parties agree that Confidential Information of a Party might include, but not be limited to that Party's:

1. business plans, methods, and practices;
2. personnel, customers, and suppliers;
3. inventions, processes, methods, products, patent applications, and other proprietary rights;
- or
4. specifications, drawings, sketches, models, samples, tools, computer programs, technical information, or other related information;

NOW, THEREFORE, the Parties agree as follows:

1. Either Party may disclose Confidential Information to the other Party in confidence provided that the disclosing Party identifies such information as proprietary and confidential either by m

marking it, in the case of written materials, or, in the case of information that is disclosed orally or written materials that are not marked, by notifying the other Party of the proprietary and confidential nature of the information, such notification to be done orally, by e-mail or written correspondence, or via other means of communication as might be appropriate.

2. When informed of the proprietary and confidential nature of Confidential Information that has been disclosed by the other Party, the receiving Party ("Recipient") shall, for a period of three (3) years from the date of disclosure, refrain from disclosing such Confidential Information to any contractor or other third party without prior, written approval from the disclosing Party and shall protect such Confidential Information from inadvertent disclosure to a third party using the same care and diligence that the Recipient uses to protect its own proprietary and confidential information, but in no case less than reasonable care. The Recipient shall ensure that each of its employees, officers, directors, or agents who has access to Confidential Information disclosed under this Agreement is informed of its proprietary and confidential nature and is required to abide by the terms of this Agreement. The Recipient of Confidential Information disclosed under this Agreement shall promptly notify the disclosing Party of any disclosure of such Confidential Information in violation of this Agreement or of any subpoena or other legal process requiring production or disclosure of said Confidential Information.
3. All Confidential Information disclosed under this Agreement shall be and remain the property of the disclosing Party and nothing contained in this Agreement shall be construed as granting or conferring any rights to such Confidential Information on the other Party. The Recipient shall honor any request from the disclosing Party to promptly return or destroy all copies of Confidential Information disclosed under this Agreement and all notes related to such Confidential Information. The Parties agree that the disclosing Party will suffer irreparable injury if its Confidential Information is made public, released to a third party, or otherwise disclosed in breach of this Agreement and that the disclosing Party shall be entitled to obtain injunctive relief against a threatened breach or continuation of any such breach and, in the event of such breach, an award of actual and exemplary damages from any court of competent jurisdiction.
4. The terms of this Agreement shall not be construed to limit either Party's right to develop independently or acquire products without use of the other Party's Confidential Information. The disclosing party acknowledges that the Recipient may currently or in the future be developing information internally, or receiving information from other parties, that is similar to the Confidential Information. Nothing in this Agreement will prohibit the Recipient from developing or having developed for it products, concepts, systems or techniques that are similar to or compete with the products, concepts, systems or techniques contemplated by or embodied in the Confidential Information provided that the Recipient does not violate any of its obligations under this Agreement in connection with such development.
5. Notwithstanding the above, the Parties agree that information shall not be deemed Confidential Information and the Recipient shall have no obligation to hold in confidence such information, where such information:
 - 5.1. Is already known to the Recipient, having been disclosed to the Recipient by a third party without such third party having an obligation of confidentiality to the disclosing Party; or
 - 5.2. Is or becomes publicly known through no wrongful act of the Recipient, its employees, officers, directors, or agents; or
 - 5.3. Is independently developed by the Recipient without reference to any Confidential Information disclosed hereunder; or
 - 5.4. Is approved for release (and only to the extent so approved) by the disclosing Party; or
 - 5.5. Is disclosed pursuant to the lawful requirement of a court or governmental agency or where required by operation of law.
6. Nothing in this Agreement shall be construed to constitute an agency, partnership, joint venture, or other similar relationship between the Parties.
7. Neither Party will, without prior approval of the other Party, make any public announcement o

f or otherwise disclose the existence or the terms of this Agreement.

8. This Agreement contains the entire agreement between the Parties and in no way creates an obligation for either Party to disclose information to the other Party or to enter into any other agreement.
9. This Agreement shall remain in effect for a period of one (1) year from the Effective Date unless otherwise terminated by either Party giving notice to the other of its desire to terminate this Agreement. The requirement to protect Confidential Information disclosed under this Agreement shall survive termination of this Agreement.

IN WITNESS WHEREOF:

FOR AND ON BEHALF OF

<company's name>

FOR AND ON BEHALF OF

BHARAT HEAVY ELECTRICALS LTD.

Signature: _____

Signature: _____

Name: _____

Name: _____

Designation: _____

Designation: _____

Date: _____

Date: _____

Witness:

1.

Witness:

1.

2.

2.

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---