

### Bid Document/ बिड दस्तावेज़

| Bid Details/बिड विवरण                                                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                 |
|------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Bid End Date/Time/बिड बंद होने की तारीख/समय                                                                      | 27-12-2023 10:00:00                                                                                                                                                                                                                                                                                                                                                                                             |
| Bid Opening Date/Time/बिड खुलने की तारीख/समय                                                                     | 27-12-2023 10:30:00                                                                                                                                                                                                                                                                                                                                                                                             |
| Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)                                        | 120 (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                                                                                      | 10090001-edn Bangalore                                                                                                                                                                                                                                                                                                                                                                                          |
| Total Quantity/कुल मात्रा                                                                                        | 1                                                                                                                                                                                                                                                                                                                                                                                                               |
| Item Category/मद केटेगरी                                                                                         | 3Phase Online UPS 40KVA with Tubular Batteries (Q3)                                                                                                                                                                                                                                                                                                                                                             |
| Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष | 3 Year (s)                                                                                                                                                                                                                                                                                                                                                                                                      |
| 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                                                     | Experience Criteria,Past Performance,Certificate (Requested in ATC),OEM Authorization Certificate,OEM Annual Turnover,Additional Doc 1 (Requested in ATC),Compliance of BoQ specification and supporting document<br>*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 |
| Past Performance/विगत प्रदर्शन                                                                                   | 80 %                                                                                                                                                                                                                                                                                                                                                                                                            |
| Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया                                                               | No                                                                                                                                                                                                                                                                                                                                                                                                              |
| ITC available to buyer/क्रेता के लिए उपलब्ध आईटीसी                                                               | Yes                                                                                                                                                                                                                                                                                                                                                                                                             |
| Type of Bid/बिड का प्रकार                                                                                        | Two Packet Bid                                                                                                                                                                                                                                                                                                                                                                                                  |

| Bid Details/बिड विवरण                                                                                                                   |                                                                                                                                                                                                                                          |
|-----------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय</b> | 2 Days                                                                                                                                                                                                                                   |
| <b>Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)</b>                                      | No                                                                                                                                                                                                                                       |
| <b>Payment Timelines</b>                                                                                                                | Payments shall be made to the Seller within <b>90</b> days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC) |
| <b>Evaluation Method/मूल्यांकन पद्धति</b>                                                                                               | Total value wise evaluation                                                                                                                                                                                                              |
| <b>Financial Document Required/वित्तीय दस्तावेज की आवश्यकता है।</b>                                                                     | Yes                                                                                                                                                                                                                                      |

#### EMD Detail/ईएमडी विवरण

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

#### ePBG Detail/ईपीबीजी विवरण

|                                                                        |                      |
|------------------------------------------------------------------------|----------------------|
| Advisory Bank/एडवाइजरी बैंक                                            | PUNJAB NATIONAL BANK |
| ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)                               | 10.00                |
| Duration of ePBG required (Months) / ईपीबीजी की अपेक्षित अवधि (महीने). | 38                   |

(a). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

#### Beneficiary/लाभार्थी :

MANAGER

10090001-EDN Bangalore, Department of Heavy Industry, Bharat Heavy Electricals Limited (BHEL), Ministry of Heavy Industries and Public Enterprises  
(Sushil Kumar)

#### Splitting/विभाजन

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

#### MII Purchase Preference/एमआईआई खरीद वरीयता

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

## MSE Purchase Preference/एमएसई खरीद वरीयता

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

1. Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OEM {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU / Public Listed Company for number of Financial years as indicated above in the bid document before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the Financial year. In case of bunch bids, the category of primary product having highest value should meet this criterion.

2. 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.

3. 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. 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.

4. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 80% of bid quantity, in at least one of the last three Financial years before the bid opening date to any Central / State Govt Organization / PSU / Public Listed Company. Copies of relevant contracts (proving supply of cumulative order quantity in any one financial year) to be submitted along with bid in support of quantity supplied in the relevant Financial year. In case of bunch bids, the category related to primary product having highest bid value should meet this criterion.

## 3Phase Online UPS 40KVA With Tubular Batteries ( 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 दस्तावेज | <a href="#">Download</a> |
|-------------------------------------------------------|--------------------------|

**Installation Commissioning and Testing (ICT) details for the above item:**

|                                                                             |             |
|-----------------------------------------------------------------------------|-------------|
| % of Product Cost Payable on Product Delivery                               | 80%         |
| Min Cost Allocation for ICT as a % of product cost                          | 10%         |
| Number of days allowed for ICT after site readiness communication to seller | 30 Days/दिन |
| ITC Available On GST                                                        | 100%        |
| ITC Available On GST Cess                                                   | 100%        |

**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                                                                                                                       | Quantity/मात्रा | Delivery Days/डिलीवरी के दिन |
|----------------|---------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------|-----------------|------------------------------|
| 1              | Sushil Kumar                                            | 560026,MANAGER STORES,- GI Bharat Heavy Electricals Limited Electronics Division, Mysore Road, Bangalore - 560026 Karnataka India | 1               | 120                          |

**Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें****1. 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 %.

**2. 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.

d. Copy of EFT Mandate duly certified by Bank.

### 3. Generic

Data Sheet of the product(s) offered in the bid, are to be uploaded along with the bid documents. Buyers can match and verify the Data Sheet with the product specifications offered. In case of any unexplained mismatch of technical parameters, the bid is liable for rejection.

### 4. 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.

### 5. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

**Bidder to note that Deviation/s shall not be permitted for the below mentioned terms and are deemed to be complied. In case of non-compliance/deviation, offer may be liable for rejection**

:

1. Terms of Payment for Supply : 80% payment of Supply value shall be made within 45 days-MSE/ 60 days-Medium/ 90 days-Non MSME, from the date of receipt of material at BHEL. Balance 20% of Supply value plus 100% of the E&C portion of PO value will be paid against E&C certificate issued by BHEL and submission of Performance Bank Guarantee (PBG) valid for 30 days beyond the warranty period by Supplier from any of the Consortium Banks of BHEL for 10% of total PO Value in the prescribed Format. The PBG confirmation charges shall be borne by vendor.

Penalty for Delay in 'SUPPLY' and 'E&C':

a. For the purpose of penalty for delay E&C of the equipment the duration will be reckoned from the date of intimation by BHEL to vendor for readiness of site.

b. Penalty on delay in 'Supply' and/or 'E&C' will be applicable to the delays attributed to vendor. Penalty will be considered separately for 'Supply' and 'E&C'.

The rate of penalty for delayed Supply shall be @ 0.5% per week of delay of total PO value (Supply + E&C) in supply subject to a maximum of 10% of total PO value (Supply + E&C).

The rate of penalty for delayed E&C shall be @ 0.5% per week of delay of total PO value (Supply + E&C) in E&C subject to a maximum of 10% of total PO value (Supply + E&C).

Maximum penalty for delay in Supply and E&C together shall be limited to 15% of total PO value (Supply + E&C).

In case PO includes more than one machine, the penalty shall be @ 0.5% per week of delay on total PO value (Supply + E&C) for the delayed machine.

2. Pre-dispatch inspection at Seller premises: Before dispatch, the goods will be inspected by Buyer / Consignee or their Authorized Representative or by Nominated External Inspection Agency (independently or jointly with Buyer or Consignee as decided by the Buyer) at Seller premises (or at designated place for inspection as declared / communicated by the seller) for their compliance to the contract specification. For in-house testing, the Sellers will provide necessary facilities free of cost.

Seller shall notify the Buyer through e-mail about readiness of goods for pre-dispatch inspection and Buyer will notify the Seller about the Authorized Representative/ Nominated External Inspection Agency and the date for testing. While bidding, the sellers should take into account 10 days for arranging inspection from the date of email offering the goods for inspection. Any delay in arranging inspection beyond 10 days due to reasons not attributable to seller, shall be on the part of buyer and BHEL will extend the delivery period for such period of delay.

The goods would be dispatched to the consignee only after clearance in pre-dispatch inspection. Consignee's right of rejection as per GTC in respect of the goods finally received at his location shall in no way be limited or waived by reason of the goods having previously been inspected, tested and passed by Buyer/ Consignee or its Nominated External Inspection Agency prior to the goods' shipment.

3. Shortages: In the event of shortage on receipt of goods and/or on opening of packages, all such shortages, caused by supplier's act or omission, shall be made good at free of cost within a reasonable time that BHEL may allow from such intimation.

4. Transit Damages: In the event of receipt of goods in damaged condition or having found them so upon opening of packages, supplier shall make good of all such damages within a reasonable time from such intimation by BHEL.

5. Dispatch documents: Complete set of despatch documents (original + 1 photocopy set) as per Purchase Order shall be forwarded to Purchase Officer/BHEL directly. Despatch documents shall include the following:

Invoice (01 original and 01 copy with original sign & seal / digitally signed invoice), Packing List, NIL Shipment Certificate, POD (Proof of Delivery) on Lorry Receipt (L/R) and original Performance Bank Guarantee (directly from issuing bank to BHEL).

One set of Invoice, L/R, Packing List, Insurance intimation copy & E-way bill (Part-A & B) shall be e-mailed immediately to BHEL-EDN during despatch.

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Note: Detailed Packing List should indicate package-wise content details and also Net & Gross weight of each package.

6. After award of contract, Successful Bidder shall submit complete set of documents (like drawings, bill of materials, datasheets, catalogues, quality plan etc. as called in tender specification) for approval, within 10 days of award of contract. Buyer shall issue manufacturing clearance along with approved documents within 60 days from receipt of complete set of documents from seller. Any delay in providing approved documents beyond 60 days shall be on the part of buyer and BHEL will extend the delivery period for such period of delay.

In case of any corrections in documents to be incorporated by seller for approval of document based on end-user/consultant/buyer comments, revised documents have to be submitted incorporating all corrections within 06 days. Seller shall be required to commence manufacturing only after receipt of approved documents from BHEL.

7. Packaging and dispatch: The Seller shall package the goods safely and carefully considering the peculiarity of the material for safe transport by Road to its destination suitably protected against loss, damage, corrosion in transit and the effect of tropical salt laden atmosphere. The packages shall be provided with fixtures/hooks and sling marks as may be required for easy and safe handling. If any consignment needs special handling instruction, the same shall be clearly marked with standard symbols / instructions. Hazardous material should be notified as such and their packing, transportation and other protection must conform to relevant regulations.

The packing, shipping, storage and processing of the goods must comply with the prevailing legislation and regulations concerning safety, the environment and working conditions. If safety information sheets (MSDS – Material Safety Data Sheet) exist for an item or the packaging, vendor must provide this information without fail along with the consignment.

Each package must be marked with Consignee name, Purchase order number, Package number, Gross weight and net weight, dimensions (LxBxH) and Seller's name. Packing list of goods inside each package with PO

item number and quantity must also be fixed securely outside the box to indicate the contents of each box.

Total number of packages in the consignment must also be indicated in the packing list.

#### 8. Conflict of Interest among Bidders/Agents:

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

- a) they have controlling partner (s) in common; or
- b) they receive or have received any direct or indirect subsidy/ financial stake from any of them; or
- c) they have the same legal representative/agent for purposes of this bid; or
- d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder; or
- e) Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ Assemblies from one bidding manufacturer in more than one bid; or
- f) In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorise only one agent/dealer. There can be only one bid from the following:
  - 1. The principal manufacturer directly or through one Indian agent on his behalf; and
  - 2. Indian/foreign agent on behalf of only one principal;or
- g) A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid; or
- h) In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business."

#### 6. Buyer Added Bid Specific ATC

Buyer uploaded ATC document [Click here to view the file.](#)

#### 7. Generic

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

#### 8. Generic

The successful bidder has to supply all essential accessories required for the successful installation and commissioning of the goods supplied. Besides standard accessories as per normal industry practice, following accessories must be part of supply and cost should be included in bid price:

ZERO

#### 9. Generic

- 1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
- 2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
- 3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.

#### 10. 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.

**11. Turnover**

Bidder Turn Over Criteria: The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3 year old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

**12. OEM**

IMPORTED PRODUCTS: In case of imported products, OEM or Authorized Seller of OEM should have a registered office in India to provide after sales service support in India. The certificate to this effect should be submitted.

**13. Service & Support**

Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.

**14. Warranty**

Warranty period of the supplied products shall be 3 years from the date of final acceptance of goods or after completion of installation, commissioning & testing of goods (if included in the scope of supply), at consignee location. OEM Warranty certificates must be submitted by Successful Bidder at the time of delivery of Goods. The seller should guarantee the rectification of goods in case of any break down during the guarantee period. Seller should have well established Installation, Commissioning, Training, Troubleshooting and Maintenance Service group in INDIA for attending the after sales service. Details of Service Centres near consignee destinations are to be uploaded along with the bid.

**15. Warranty**

Successful bidder will have to ensure that adequate number of dedicated technical service personals / engineers are designated / deployed for attending to the Service Request in a time bound manner and for ensuring Timely Servicing / rectification of defects during warranty period, as per Service level agreement indicated in the relevant clause of the bid.

**16. Past Project Experience**

**Proof for Past Experience and Project Experience clause:** For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.**Proof for Past Experience and Project Experience clause:** For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.

**17. Financial Criteria**

**NET WORTH:** Net Worth of the OEM should be positive as per the last audited financial statement.

**18. Scope of Supply**

Scope of supply (Bid price to include all cost components) : Supply Installation Testing and Commissioning of Goods

## 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 कार्यवाई का आधार होगा।

**---Thank You/धन्यवाद---**