

### Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	23-12-2024 16:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	23-12-2024 16:30:00
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	10160001-isg, Bangalore
Total Quantity/कुल मात्रा	60
Item Category/मद केटेगरी	100 ID 13mm Thick C. I. Pipe perforated 3 mtr long
GeMARPTS में खोजी गई स्ट्रिंग / Searched Strings used in GeMARPTS	Cast Iron pipe 100mm id, 13mm thick
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Malleable Cast Iron Pipe Fittings (V2) as per IS 1879, Classroom Chairs, Cast Iron / Ductile Iron Drainage Pipe Fittings for Over Ground Non - Pressure Pipeline Socket and Spigot Series as per IS 1729, Combination of Shower and Eye Wash as per IS 10592, Cast Iron Detachable Joints for use with Asbestos Cement Pressure Pipes as per IS 8794, IS 12987, Sofa Set (Steel Tube), Asbestos Cement Pressure Pipe and Joints (V2) as per IS 1592, General Purpose Pipe Wrench as per IS 4003, IS 1570, IS 14329, Fabric Pin Up Notice Boards, Cast Copper Alloy Screw Down Bib Taps and Stop Valves for Water Services as per IS 781
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	<ul style="list-style-type: none"> <li>G.I. Pipes for Earthing as per IS 1239 (Part 1)</li> </ul>
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	3 Lakh (s)
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

Bid Details/बिड विवरण	
<b>Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट</b>	No
<b>Document required from seller/विक्रेता से मांगे गए दस्तावेज़</b>	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Compliance of BoQ specification and supporting document *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
<b>Do you want to show documents uploaded by bidders to all bidders participated in bid?/</b>	Yes
<b>Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया</b>	Yes
<b>RA Qualification Rule</b>	H1-Highest Priced Bid Elimination
<b>Type of Bid/बिड का प्रकार</b>	Two Packet Bid
<b>Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय</b>	5 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>Arbitration Clause</b>	Yes ( <a href="#">Arbitration clause document</a> ) as per DoE OM No.F.1/2/2024-PPD dated 03.06.2024 Arbitration should not be routinely included in contracts
<b>Mediation Clause</b>	No

#### EMD Detail/ईएमडी विवरण

Required/आवश्यकता	No
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#### ePBG Detail/ईपीबीजी विवरण

Required/आवश्यकता	No
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**Reserved for Make In India products**

Reserved for Make In India products	Yes
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#### **MSE Purchase Preference/एमएसई खरीद वरीयता**

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. 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 above 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.
2. 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 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.
3. Bid reserved for Make In India products: : Procurement under this bid is reserved for purchase from 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. However, eligible micro and small enterprises will be allowed to participate. The minimum local content to qualify as a class 1 local supplier is denoted in the bid document. All bidders 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 the bid is liable to be rejected. 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 . In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.
4. Purchase preference will be given to MSEs having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service and Buyer will decide eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 25% (selected by Buyer) percentage of total quantity. The buyers are advised to refer the OM No. F.1/4/2021-PPD dated 18.05.2023 [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.
5. 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

## 100 ID 13mm Thick C. I. Pipe Perforated 3 Mtr Long ( 60 pieces )

(Minimum 60% Local Content required for qualifying as Class 1 Local Supplier)

### Technical Specifications/तकनीकी विशिष्टियाँ

Buyer Specification Document/क्रेता विशिष्टि दस्तावेज़	<a href="#">Download</a>
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### Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Lovekush Verma	208020,BHEL ISG SITE OFFICE 1X660MW PANKI, KANPUR, UPRVUNL	60	60

### 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. Inspection

**Nominated Inspection Agency:** On behalf of the Buyer organization, any one of the following Inspection Agency would be conducting inspection of stores before acceptance:  
Pre-dispatch Inspection at Seller Premises (applicable only if pre-dispatch inspection clause has been selected in ATC):

REQD as per Tech spec

Post Receipt Inspection at consignee site before acceptance of stores:  
na

#### 3. Generic

Actual delivery (and Installation & Commissioning (if covered in scope of supply)) is to be done at following address

BHEL ISG SITE OFFICE 1X660MW PANKI, KANPUR, UPRVUNL PIN 208020

.  
. .  
. .  
. .

#### 4. **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.

#### 5. **Generic**

**Bidder financial standing:** The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

#### 6. **Certificates**

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

#### 7. **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 %.

#### 8. **Generic**

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

- a. Copy of PAN Card.
- b. Copy of GSTIN.
- c. Copy of Cancelled Cheque.
- d. Copy of EFT Mandate duly certified by Bank.

#### 9. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

Buyer Added text based ATC clauses

**EARTHING 100 ID CI PIPE of 1 x 660 MW PANKI THERMAL POWER STATION**

Tender Enquiry No. 77/24/6153/JRK

A. Bid reserved for Make In India products: Procurement under this bid is reserved for purchase from Class 1 local suppliers 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. All bidders 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 the bid is liable to be rejected. 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. In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.

Ship to (Consignee) Address (to be mentioned in Invoice & LR)

UPRVUNL , BHEL ISG SITE OFFICE 1X660MW PANKI

, KANPUR, INDIA, 208020,

A/c BHEL-ISG

Bill to (Billing) Address (to be mentioned in Invoice) –

BHEL-Industrial Systems Group

Post Box No.:1249,

Prof. CNR Rao Circle, IISc Post, Malleswaram,

BANGALORE – 560012

GSTIN No. of BHEL / Karnataka state: 29AAACB4146P1ZB

1. Transit Insurance : In BHEL Scope. Insurance details shall be informed later. Prior Dispatch intimation shall be issued to Insurance agency about the value of consignment, dispatch details, along with one set of documents consisting of LR / RR copy, Packing List, Challan indicating the items dispatched (with their weights)

2. Warranty/Guarantee period:

24 months from the date of last dispatch or 18 months from the date of commissioning whichever is earlier. The above-mentioned Guarantee/ warranty/ defect liability period shall supersede the same mentioned under Clause no. 10 of General Terms and Conditions (GTC) on GeM.

3. Delivery:

**Delivery 4 weeks from date of drg approval & mfg clearance.** Note: The delivery period (No. of days) indicated in the GeM BOQ is indicative. The above-mentioned delivery period shall supersede the same mentioned in the GeM BOQ.

4.1. Submission of PERFORMANCE SECURITY (PERFORMANCE SECURITY): **(Not applicable)**

6.3 Price Basis: Type of Contract: : Unit Rate, FIRM till the completion of contract.

Terms of Delivery: Delivery shall be on Ex Works. Insurance shall be in BHEL scope. Transportation of goods up to Destination shall be arranged by vendor on behalf of BHEL-ISG. Freight Charges: Shall be payable on pro rata basis based on the Ex-works price (excluding freight & GST) along with Supply bill.

6.4 Evaluation Currency: The evaluation currency for this tender shall be INR.

Payment shall be made on pro-rata basis as per approved billing break up (if applicable)

5. Dispatch Documents Required (to be furnished by Vendor): Main Supply (100% against receipt of material at site)

1. Original GST invoice as per GST Act

2. Copy of Delivery challan

3. Copy of Packing list

4. Copy of Receipted LR

5. Copy of Guarantee certificate
6. Copy of Insurance intimation
7. Copy of Despatch clearance
8. Copy of MRC certificate

BHEL reserves the right to ask for any other document required for processing of bills, the vendor Shall comply with the same.

6. Bidder to note that price quoted shall be inclusive of packing & forwarding and Freight charges and all taxes & duties including GST. Bidder to indicate percentage of GST itemwise included in quoted price. Bidder to indicate percentage of freight considered on ex-works price (i.e., excluding GST).

7. Bidder to submit duly signed and stamped copies of

a. Acceptance of all terms & conditions as per this GeM Bid Document, corrigenda(if any), BOQ. Vendor to submit signed GeM Bid Document, corrigenda(if any), BOQ.

b. Technical specifications, unpriced bid.

c. No deviation certificate, MII certificate, FINANCIAL STANDING UNDERTAKING (format enclosed in ATC document)

8. Compliance to e-invoicing, MSE, GST, MII requirements and any other requirements to be ensured as per extant provisions And guidelines of Govt.of India.

9. PQ criteria-as per PQ enclosed with technical specifications. All documents as per PQ are required to be furnished along with bid as requested in PQR document. Otherwise, offer will not be considered. Signed PQR to be enclosed.

10. Vendor contact details like, Name, email ID and Contact number are to be furnished material will be dispatched only upon prior intimation by BHEL as per site requirement and project requirement. PERFORMANCE SECURITY (if applicable) to be extended from time to time till the end of warranty/guarantee period or as per BHEL.

11. Bidder to submit duly signed and stamped "Not-Banned/Suspended/Blacklisted/convicted in any Court of Law across India/declared Bankrupt or insolvent"-Self Certification on letter head.

12. All bidders must upload a certificate from the OEM/Certified CA (as applicable) 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 the bid is liable to be rejected. Submit on your letter head/CA letter head.

13. Bidder to submit signed Integrity Pact, PERFORMANCE SECURITY Format enclosed in ATC docs. **(Not applicable)**

14. Bidder to quote in BOQ along with GST. Same should be confirmed that GST is already added in BOQ.

Bidder to confirm the GST percentage.

BHEL reserves the right to ask for any other document required during the technocommercial evaluation, the vendor Shall comply with the same.

6.14 Payment Timelines:

Type of Bidder Payment Timeline (Number of days)

Micro & Small Enterprises (MSEs) 45 days

Medium Enterprises 60 days

Non MSME 90 days

The details mentioned in this clause shall supersede cl. no. 12 of General Terms and Conditions (GTC) on GeM.

6.15 Integrity Pact: **Not applicable**

6.16 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-assemblies/ 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. The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

In case, the bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies / guidelines. This is a conditional Open (Indian) Tender enquiry. Hence, RA (Part-II) shall be subject to following: - i) Techno-Commercial evaluation by BHEL. ii) Qualification of Technical & Financial PQR. iii) Offered item should mandatorily conform to PPP-MII order provisions. iv) The vendors proposed shall be accepted based on fulfilment of PQR conditions.

6.17 Contact details for Query :

**Technical:**

K Nihas

*Dy Manager*

BHARAT HEAVY ELECTRICALS LIMITED

INDUSTRIAL SYSTEMS GROUP

, - 560 012 MALLESWARAM, BANGALORE - 560 012

Phone: 080 2218 4103, Mobile: +91 8861385582

**Commercial:**

J R Sumanjali K - Manager/ MM

E-MAIL: jrk@bhel.in

Ph. No. +91-08022184314

6.18 Guidelines for resolution of commercial disputes between Central Public Sector Enterprises (C



PSEs) in ter se and also between CPSEs and Government Departments/ Organizations through Administrative Mechanism for Resolution of CP SEs Disputes ("AMRCD") "In The event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract (s) between Central Public Sector Enterprises (CPSEs)/Port Trusts inter se and also between CPSEs and Government Departments/Organisations (excluding disputes relating to Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for its resolution through AMRCD as mentioned in DP E OM No.05/0003/2019-FTS-10937 Dated 14 th December, 2022 and the decision of AMRCD on t he said dispute will be binding on both the parties".

All extant rules from GOI pertaining to MII, MSE, e-invoicing, TDS, GFR, GST, Anti Profiteering Law, TCS, etc. TDS, TCS shall be as per Indian IT act and GST provisions.

are applicable during tendering and post Tendering Stage also.

6.18 --

6.19. Documents to be enclosed in the bid

1 Contact Person

2 Contact Mobile No

3 Email Id

4 MSE Status

5 Duly Signed & Stamped GeM Bid document along with Corrigendum's/ Acceptance of GeM bid document+ GeM Signed BOQ, PQ, Tech spec and all tender documents

6 MII Class I- Certification (local content percentage indicated) as per GOI Order 2017

7 Not-Banned/Suspended/Blacklisted/convicted in any Court of Law across India/declared Bankrupt or insolvent-Self Certification

8 Applicable Freight Percentage Yes/No & -----Percentage considered

9 Applicable GST Percentage-Yes/No &----- Percentage considered

10 Integrity Pact Duly Signed & Stamped **(NOT APPLICABLE)**

11 Copy of PAN/GSTIN/Cancelled cheque /Bank Mandate form

12 Duly Signed and stamped Turnover by Self Certification on Letterhead/CA

13 Duly Signed and stamped No Deviation Certificate

14. Audited Balance sheet, P& L Statement, etc. FY 2021-22 and FY 2022-23 & FY 2023-24 - Turn Over for checking the average TO for last 3 years as per PQR

#### 6.20. **Extension of Time for Completion**

If the completion of supply as detailed in the scope of supply gets delayed beyond the contract/ completion period, the successful bidder shall request for extension of the contract 2 weeks in advance, along with reasons for delay & plan/ schedule for balance supplies/works, and BHEL at its discretion may extend the contract.

#### 6.21 **Inspection Agency**

Inspection shall be carried out by end customer/ end customer's consultant/ BHEL/ Third Party Inspection Agency. Details as per Technical Specifications.

#### 6.22 **Inspection**

1) Purchaser's and/ or Owner's nominated Inspection Agency shall have at all reasonable times access to Seller/ Contractor's premises or works and shall have the power at all reasonable times to inspect drawings of any portion of the work or examine the materials and workmanship of the plant/equipment/ stores manufactured at other premises, the Seller/ Contractor shall arrange for inspection, examination and testing

by the Inspection Agency as if the plant/ equipment/ stores is manufactured on the Seller/ Contractor's premises.

Inspection calls to be lodged by the seller/ contractor in BHEL's online portal. Such inspection, examination and testing by itself shall not relieve the Seller/Contractor from any obligation under the Order/ Contract.

2) Seller/ Contractor shall give Inspection Agency reasonable notice of any material being ready for testing and the Inspection Agency shall (unless the inspection of tests is voluntarily waived) attend at the Seller/ Contractor's premises within seven (7) days of the date on which the material is notified as being ready. All standard shop tests, physical and chemical tests required by the standards or as may be prescribed or approved as per Order/ Contract shall be conducted by the Seller/ Contractor. Purchaser/ Inspection Agency reserves the right to waive any of the the work so as to conform to the best practices. Seller/ Contractor shall forthwith forward to the Inspection Agency, duly certified copies of the test certificates, for approval.

In case of delay in witnessing of inspection beyond stipulated time (i.e. 7 days from the date on which the material is notified as being ready), by BHEL arising due to reasons not attributable to vendor, BHEL will extend the delivery period for such delay in carrying out inspection. If BHEL is not able to witness inspection up to 15 days then in addition to delay beyond stipulated period, extension in delivery time of 7 days' for a rringang fresh inspection will be given.

3) Where the Order/ Contract provides for tests/ inspections at the premises or works of the Seller/ Contractor or any sub-contractor, the Seller/ Contractor, except specified otherwise, shall provide free of charge such assistance, labour, materials, electricity, fuel, water, stores, apparatus, measuring instruments and test equipment including any other facilities as may be reasonably required to carry out such tests efficiently.

4) Inspection Measuring and Test Equipment (IMTE) whether used by the Seller/ Contractor or subcontractor shall be calibrated, maintained and controlled.

5) Purchaser will issue MDCC to the Seller/ Contractor within 7 days based on inspection report/ test certificates/Certificate of Conformance as applicable.

6) Satisfactory completion of tests or issue of MDCC shall not bind the Purchaser/ Owner to accept the supply/ equipment should it, on further tests/ after erection, be found not to comply with the contract provisions.

During the inspection if the equipment's are not found to be ready, all expenses incurred by BHEL / NTPC / Consultant / Authorized person, on such visit will be recovered from seller / contractor. Therefore, seller to ensure readiness of equipment in all respect before the visit.

### **6.23 Taxes & Duties**

All taxes, excluding GST, but including charges, royalties, any state or central levies and other taxes for supply of materials and execution of the contract shall be borne by the bidder and the same shall be included in the ex-works/ basic price quoted by the bidder. Variation in all such taxes & duties, which are included in the ex-works/ basic price, at any stage during execution of the contract, including extension of the contract, shall have to be borne by the bidder.

Goods & Service Tax (GST) as applicable shall be payable extra at actual against submission of original GST invoice along with all supporting documents. Terms & Conditions of GST shall be as per Annexure-I to ATC enclosed.

Bidder/ vendor/ contractor to intimate BHEL (by email, in case of supply of goods), within two working days from the date of removal, along with legible scanned copy of all relevant details & documents like tax invoice, packing list, delivery challan, Lorry/ Courier Receipt etc.

Invoices/ returns of vendors/ contractors are to be submitted within the time limit stipulated Under the GST law. Whenever Input Tax Credit could not be availed by BHEL within the time limit, due to delay in submission of invoices or for any other reason attributable to vendors/ contractors, liability towards loss of such credit shall be passed on to such vendors/ contractors.

In general, Statutory variation for GST is payable to the Seller during currency of the contract between Buyer and Seller. Further, for period beyond the currency of the contract, BHEL will reimburse the actual applicable GST even if the same is higher than the amount applicable within the contractual period in case BHEL

is able to take the input tax credit. However, the decision of BHEL in this regard

will be final and binding on the seller/contractor otherwise vendor/contractor has to bear the differential upward increase in GST and ex- works price is to be adjusted accordingly.

No other variations such as on Custom Duty, exchange rate, minimum wages, prices of controlled commodities, any other input etc. shall be payable by the purchaser unless specifically agreed upon.

Any new taxes & duties, if imposed subsequent to date of tender opening (Part- 1 bid), by statutory authority during contract period (including extensions, if delay is not attributable to the vendor/ contractor), shall be reimbursed by BHEL on production of relevant supporting documents and original payment receipts (if applicable) to the satisfaction of BHEL. However, vendor/ contractor shall obtain prior approval from BHEL before depositing new taxes & duties. Benefits and/ or abolition of all existing taxes must be passed on to BHEL, by the vendor/ contractor, against new taxes & duties, if any, introduced at a later date. The benefits shall be passed on in terms of commensurate reduction in the basic price.

#### **Direct Tax:**

- a) Seller is required to update himself on its own and comply with provisions of Indian Income Tax Act as notified from time to time. Purchaser shall not be liable towards liability of income tax accruing to the Seller of whatever nature including variations thereof, arising out of this Order/ Contract, as well as tax liability of the Seller/ Contractor and his personnel.
- b) Deductions of Tax at source at the prevailing rates shall be effected by the Purchaser before release of payment, as a statutory obligation, if applicable. TDS certificate will be issued by the Purchaser as per statutory provisions. The Seller/Contractor has to mention their Permanent Account Number (PAN) and GSTIN in all invoices.

The details mentioned in this clause shall supersede cl. no. 8 of General Terms and Conditions (GTC) on GeM

#### **6.24 Custom Clearance**

- i The seller/ Contractor shall, at its own expense, handle all imported Plant and Equipment and spares and seller/ Contractor's Equipment at the point(s) of import and shall handle any formalities for customs clearance provided that if applicable laws or regulations require any application or act to be made by or in the name of the Purchaser, the Purchaser shall take all necessary steps to comply with such laws or regulations. Such expenses shall be included in the quoted price.
- ii Seller/ Contractor shall arrange for his own import license, if required, since Purchaser will not provide any import license. Therefore, Seller/ Contractor alone shall be responsible for any delay in getting import license or non-availability of the same or completion of other related formalities. Purchaser shall not be responsible for any financial liability, whatsoever, on this account.
- iii Custom clearance for all the items imported for the project shall be in bidder's scope. Also all type of duties, levies, fees, charges (if any) imposed by relevant agencies for Custom/ any other clearances shall be to bidder's account.

If local laws require such payment of the custom duty or any other import duty to be made by the purchaser, such amounts shall be recovered from the seller/ contractor.

#### **6.25 Liquidated Damages for Delay in Completion**

As per cl. no. 15 (iii) of General Terms and Conditions (GTC) on GeM:

If the Seller/Service Provider fails to deliver any or all of the Goods/Services within the original/re-fixed delivery period(s) specified in the contract, the Buyer will be entitled to deduct/recover the Liquidated Damages for the delay, unless covered under Force Majeure conditions aforesaid, @ 0.5% of the contract value of delayed quantity per week or part of the week of delayed period as pre-estimated damages not exceeding 10% of the contract value of delayed quantity without any controversy/dispute of any sort whatsoever.

#### **6.26 Bills Submission**

1. Bills against plant & equipment as well as site services to be submitted to BHEL-ISG, Bangalore.
2. **e-invoicing:** Compliance to e-invoicing requirements to be ensured as per extant provisions and guidelines of Govt. of India. Mandatory valid unique Invoice Reference No. (IRN) & QR code as generated from Govt. Portal on Tax invoice to be mentioned. Based on such information, GST ITC as claimed by BHEL in GST Returns shall be matched with corresponding details uploaded by supplier in e-invoicing system. Any delay/failure by Contractor/Vendor in submission of all documents as per Purchase order/Work Order at the time of submitting tax invoice to BHEL leading to subsequent financial loss to BHEL shall be to Vendor's account. BHEL has further right to take necessary steps to protect its interest at the time of release of payment.
3. Digitally signed tax Invoice along with other supporting documents to recognise payments against purchase order as specified in the contract shall be uploaded by suppliers/contractors in the vendor information system, whose Turnover during the previous Financial Year is less than or equal to the prescribed limit as per extant GOI guidelines for mandatory e-invoicing.
4. All suppliers / contractors whose TO is more than the prescribed limit as per extant GOI guidelines, shall prepare invoice on invoice Registration Portal(IRP) and obtain an invoice reference number (IRN). Digitally signed e-Invoice along with other supporting documents as specified in the contract shall be uploaded by them in the vendor information system.
5. The DSC shall be registered in the name of the authorized official of the Company and shall be of Class II or III.

In case of physical submission of bills, the same shall be submitted to:

BHEL - ISG VENDOR BILLS BOX ,

BHEL - Industrial Systems Group ,

Opp. IISc, PROF. C N R RAO CIRCLE ,

MALLESWARAM , BANGALORE - 560 012

The envelope shall be super-scribed with Project Name / P.O No. / W.O No., and the Bill / Invoice numbers & Contact person.

Provision of offline payment in GeM shall be utilized for this tender/ contract.

## 6.27 Breach of contract, remedies & termination

- 1) In case of delays in completion of works or non-fulfilment of any other terms and conditions of the Contract as enumerated subsequently in this clause, then, without prejudice to its right to recover any expenses, losses or damages to which the Buyer may be put to incur or sustain by reason of the Seller/Contractor's default or breach of Order/Contract or to suspend business dealings with the Seller/Contractor or in terms of the Buyers' Guidelines for Suspension of Business Dealings as applicable from time to time, the Buyer shall also be entitled to cancel the Order/ Contract either in whole or portion thereof without compensation to Seller. On the occurrence of any of the acts/omissions mentioned below, the Buyer may if it so desires, procure upon such terms and in such manner as deemed appropriate, plant/ equipment/ stores not so delivered or others of similar description where plant/ equipment/ stores exactly complying with particulars are not, in the opinion of the Buyer (which shall be final), readily procurable.

Seller shall continue the performance of the Order/Contract to the extent not cancelled under the provisions of this clause.

BHEL reserves the right to terminate the contract partially / totally or withdraw portion of work and get it done through other agency after due notice of a period of 14 days by BHEL in any of the following cases:

- i) If the Seller/Contractor fails to deliver the goods or materials or any instalment thereof within the period(s) fixed for such delivery or the Seller's poor progress of the supply/services vis-à-vis delivery/execution timeline as stipulated in the contract, backlog attributable to the Seller including unexecuted portion of supply does not appear to be executable within balance period available;

- ii) delivers goods or materials not of the contracted quality and failing to adhere to the contract specifications/execution methodology;
- iii) withdrawal from or repudiation/abandonment of the supply/services by the Seller before completion as per contract or if the Seller refuses or is unable to supply goods or materials covered by the order/Contract either in whole or in part or otherwise fails to perform the Order/Contract.
- iv) Non supply by the Seller within scheduled completion/delivery period as per contract or as extended from time to time for reasons attributable to the Seller;
- v) Termination of Contract on account of any other reason(s) attributable to the Seller.
- vi) Assignment, transfer, sub-letting of Contract without BHEL's written permission resulting in termination of Contract or part thereof by BHEL.
- vii) If the Seller be an individual or a Sole Proprietorship, in the event of death or insanity of the Seller.
- viii) If the Seller/Contractor being an individual or if a partnership firm thereof, shall at any time be adjudged insolvent or shall have a receiving order for administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any assignment of the order/Contract or enter into any arrangement or composition with his creditors or suspend payment or if the firm dissolved under the Partnership Act;
- ix) If the Seller/Contractor being a Company is wound up voluntarily or by order of a Court or a Receiver, Liquidator or Manager on behalf of the debenture holders and creditors is appointed or circumstances have arisen which entitles the Court of debenture holder and creditors to appoint a receiver, liquidator or manager;

Such defaulting vendor/Seller may not be eligible to participate in re-tendering conducted on account of purchase made due to fault / breach of contract by such vendor/Seller.

2. In case of breach of contract, wherever the value of security instruments like performance bank guarantee/ performance security available with BHEL against the contract is at least 10% of the contract value, the same shall be encashed by BHEL. In the case the value of the security instruments/ performance security available is less than 10% of the contract value, the balance amount shall be recovered from other financial remedies (i.e. available bills of the contractor, retention amount etc. with BHEL) or legal remedies shall be pursued.

Further, levy of liquidated damages, debarment, termination, de-scoping, short-closure, etc. shall be applied as per provisions of the contract.

#### **6.28 Recoveries arising out of Breach of contract and LD or any other recoveries due from Contractor**

Without prejudice to the other means of recovery of such dues from the seller/ contractor, recoveries (if any) from the seller/ contractor shall be made from the following:

- a. Dues payable in the form of bills payable to the seller/ contractor, Performance Security against the same contract.
- b. Dues payable to the seller/ contractor against other contracts in the same region/ Unit/ Division of BHEL.
- c. Dues payable to seller/ contractor against other contracts in the different region/ Unit/ Division of BHEL.

In case recoveries are not possible with any of the above available options, Legal action shall be initiated if

or recovery against contractor.

## **6.29 Arbitration**

All questions and disputes/difference relating to the meaning of the specifications, design, drawings and instructions and or interpretation of the contract or its clauses and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawing, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof shall be referred to the Sole Arbitrator appointed by BHEL. BHEL will suggest three names, giving opportunity to contractor or vendor to choose one of them as sole arbitrator and in case parties could not mutually agree on the sole arbitrator, then the Arbitrator shall be appointed as per the provisions of Arbitration and Conciliation Act 1996 and any Amendments / modification thereon and re-enactments thereof from time to time. The cases referred to arbitration shall be other than those for which the decision of the Dy. General Manager / Sr. Manager /Project Manager/Manager/Sr. Engineer/Engineer, is expressed in the contract to be final and conclusive. The arbitrator to whom the matter is originally referred being unable to act for any reason, another person to act as sole arbitrator shall be appointed in line with Arbitration and Conciliation Act 1996 and any Amendments / modification thereon and re-enactments thereof from time to time and such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.

Subject as aforesaid the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceedings.

It is a term of the contract that the party invoking arbitration shall specify the dispute or disputes including specifying the quantum of financial claim, if any, to be referred to arbitration under this clause together with the amount or amounts claimed in respect of each such dispute.

The arbitrator (s) shall complete the entire arbitration and publish an award within a period of twelve months from the date the Tribunal enters upon the reference.

The parties to this arbitration agreement may before or at the time of invoking the Arbitration clause, may indicate in writing for FAST TRACK PROCEDURE wherein the Arbitrator shall pass an award within six months from the date the Tribunal enters upon the reference and to that effect, the Tribunal may dispense with any technical formalities and conduct the proceedings without oral hearing, subject to acceptance of such Fast Track procedure by other party.

The work under the Contract shall continue during the arbitration proceeding and no payment due to the Contractor shall be withheld on account of such proceedings.

The contract shall be governed by and construed in accordance with laws of India, without regards to any conflict of laws principles. The Venue and seat of arbitration shall be Bangalore and the language will be English only. The award of the arbitrator shall be final, conclusive and binding all parties to this contract.

Each party submits to the jurisdiction of Courts of Bengaluru for the purposes adjudicating any disputes or differences relating to this contract or arising out of this contract or compelling compliance with the above arbitration provisions and for enforcement of any arbitration award made in accordance with the above provisions.

The Conciliation scheme for conducting proceedings under the BHEL conciliation scheme 2018 shall be as per annexure to ATC.

The details mentioned in this clause shall supersede cl. no. 16 of General Terms and Conditions (GTC) on GeM.

### **Jurisdiction of Court**

Courts at Bangalore, India shall have exclusive jurisdiction to decide the dispute, if any, arising out of or in respect of the contract(s) to which these conditions are applicable.

### **6.30 Confidentiality**

Seller/ Contractor shall, at all times, undertake to maintain complete confidentiality of all data, information, software, drawings & documents, etc. belonging to the Purchaser/ Owner and also of systems, procedures, reports, input documents, manuals, results and any other company documents discussed and/ or finalized during the course of execution of tender/ order/ contract. i.e. Seller/Contractor shall in no way share or use such intellectual property of purchaser/ owner to promote his own business with others.

Purchaser reserves the right to claim damages from the Seller/Contractor, or take appropriate penal action as deemed fit against the Seller/Contractor, for any infringement of the provisions contained herein.

### **6.31 Intellectual Property & Licenses**

If any patent, design, trademark, trade secret or any other intellectual property rights apply to the delivery or accompanying documentation/drawings, Buyer or its customer shall be entitled to the legal use thereof free of charge by means of a non-exclusive, assignable, transferrable, sub-licensable, worldwide, perpetual license. All intellectual property rights that arise due to the execution of the delivery by the Seller and by its employees or third parties involved by the Seller for the performance of the contract shall be promptly notified by the Seller to the Buyer and shall be deemed to belong to the Buyer. The Seller shall be obligated to cooperate with the Buyer and do everything necessary to obtain or perfect the above mentioned rights in favor of the Buyer.

The Seller represents and guarantees that the delivery does not infringe on any of the intellectual property rights of third parties. In the event a third party makes a claim, the Seller shall also be obligated to do everything necessary to obtain or establish the alternate acceptable arrangement pending resolution of any (alleged) claims by third parties.

The Seller agrees to indemnify, defend and hold harmless the Buyer, its officers, employees, agents, representatives, successors, assignees or any of the Buyer's customers buying or using the goods or services specified herein, against any actual or alleged infringement of such intellectual property interests, claims by third parties in this regard and shall pay to the Buyer merely on demand without demur and without requiring the Buyer to furnish any proof of such claim, such sum as indicated in the demand towards any liabilities, damages, penalties, injuries, claims, demands, actions, cost and expenses etc. suffered as a result thereof.

The Seller agrees that its liability under this clause shall be unlimited.

### **6.32 Restrictions on procurement from a bidder of a country which shares a land border with India**

As per cl. no. 26 of General Terms and Conditions (GTC) on GeM.

The above clause shall not be applicable for the bidders from those countries (even if sharing a land border with India) to which the Government of India (GoI) has extended lines of credit or in which the GoI is engaged in development work.

### **6.33 Order of Precedence of Documents**

- a. Amendments/ Clarifications/ Corrigenda/ Addenda/ Errata etc issued in respect of the tender documents by BHEL.
- b. Buyer added Bid Specific ATC
- c. Technical Specifications and Documents
- d. GeM Terms and conditions (as per GeM Bid Document)
- e. GeM General Terms and Conditions (GTC)

For example, in case of any conflict or inconsistency, the requirement of (a) shall prevail over the (b).

Order of precedence shall be a>b>c>d>e (where ">" indicates the general greater than sign)

#### 6.34 Extra Works

In case of any extra item/ work, outside the scope of work of this system/ package as per the Technical Specifications and Terms & Conditions of the tender, which eventually becomes necessary for completion of facilities for the system/ package, BHEL may ask the successful bidder to do such works. In such events the work shall be executed by the bidder at mutually agreed prices.

#### 6.35 Others

- a) Bidders are requested to carefully examine and understand the specifications, scope of work etc. and seek clarifications, if required, to ensure that they have understood the specifications, scope of work. Bidder's offer should not carry any sections like clarifications, interpretations and/ or assumptions.
- b) All the Tender Documents, addenda, corrigenda, BHEL clarifications etc. shall automatically become a part of the Order/ Contract after its finalization.
- c) The evaluation currency for this tender shall be INR.
- d) Language of the tender submission of bids shall be English. In case any document of the bidder is in any other language, the duly certified copy of English translation must be enclosed in the offer.
- e) BHEL shall not be liable for any expenses incurred by bidder in preparation of bid irrespective of whether it is accepted or not for any reason whatsoever.
- f) Orders/ Guidelines/ Circulars issued by various ministries/ authorities of Govt. of India as issued from time to time shall be applicable for this tender/ contract (even if issued before or after the bid submission end date) for provisions/ restrictions as given from time to time.

This shall include but not limited to the provisions/ restrictions for E-invoicing, Preference to Make in India, Restrictions on Procurement from a country which shares a land border with India, MSME Guidelines and Government e-Marketplace and any other provision/ restriction.

g) Only the vendors' (customer approved) offers are acceptable. List is given in Buyer added ATC Document.

) In case, if the vendor is not registered with us, such vendors are requested to register with BHEL - ISG immediately (For details of vendor registration please visit [www.bhel.com](http://www.bhel.com)). Your offer will be considered only after successful vendor registration with permanent code in line with the provisions of SEARP, before RA. Along with offer submission, details of vendor registration application shall be furnished.

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#### 10. Buyer Added Bid Specific ATC

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

#### 11. 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.

## 12. **Scope of Supply**

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

## 13. **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.

## 14. **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.

## 15. **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.

## **Disclaimer/अस्वीकरण**

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)

9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

[This Bid is also governed by the General Terms and Conditions/ यह बिड सामान्य शर्तों के अंतर्गत भी शासित है](#)

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।

**---Thank You/धन्यवाद---**