



Bid Number/बोली क्रमांक (बिड संख्या)<sup>:</sup> GEM/2025/B/6102249 Dated/दिनांक : 03-04-2025

# Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण			
Bid End Date/Time/बिड बंद होने की तारीख/समय	24-04-2025 14:00:00		
Bid Opening Date/Time/बिंड खुलने की तारीख/समय	24-04-2025 14:30:00		
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	90 (Days)		
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Heavy Industries And Public Enterprises		
Department Name/विभाग का नाम	Department Of Heavy Industry		
Organisation Name/संगठन का नाम	Bharat Heavy Electricals Limited (bhel)		
Office Name/कार्यालय का नाम	10110009-heep, Haridwar		
क्रेता ईमेल/Buyer Email	buyer1213.bhelb.ua@gembuyer.in		
Total Quantity/कुल मात्रा	576		
ltem Category/मद केटेगरी	W96711609280-DRILLED SUPPORT TUBE PLATE AS PER TDC NO. TDC-HXE/SK/2365 SPEC: AA10119 REV: 15 SIZE: 1		
GeMARPTS में खोजी गई स्ट्रिंग / Searched Strings used in GeMARPTS	W96711609280-DRILLED SUPPORT TUBE PLATE AS PER TDC NO. TDC-HXE/SK/2365 SPEC: AA10119 REV: 15 SIZE: 12.7 X 3700 X 5800 DIM.: TXWXL(MM)		
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Category not available on GeM for the text string uploaded by the buyer		
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	Mounting plate		
MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट	No		
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No		
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Certificate (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer		
Do you want to show documents uploaded by bidders to all bidders participated in bid?/	No		

Bid Details/बिड विवरण			
Bid to RA enabled/बिंड से रिवर्स नीलामी सक्रिय किया	Yes		
RA Qualification Rule	H1-Highest Priced Bid Elimination		
ITC available to buyer/क्रेता के लिए उपलब्ध आईटीसी	Yes		
Type of Bid/बिंड का प्रकार	Two Packet Bid		
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	3 Days		
Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No		
Payment Timelines	Payments shall be made to the Seller within <b>90</b> days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC)		
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation		
Arbitration Clause	No		
Mediation Clause	No		

## EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाईजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	4000000

## ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
ePBG Percentage(%)/ईपीबीजी प्रतिशत (%)	5.00
Duration of ePBG required (Months)/ईपीबीजी की अपेक्षित अवधि (महीने).	35

- (a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने हैं। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।
- (b). 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:

HEEP, HARIDWAR

10110009-HEEP, Haridwar, Department of Heavy Industry, Bharat Heavy Electricals Limited (BHEL), Ministry of Heavy Industries and Public Enterprises

(Bharat Heavy Electricals Limited)

## Splitting/विभाजन

Splitting Applied	Yes	
Maximum No. Of Bidders Amongst Which Order May Be Split	2	
Split Criteria based on which quantity will be distributed	Split ratio 432 numbers and 144 numbers. Please refer Buyer added ATC for details.	

## MII Purchase Preference/एमआईआई खरीद वरीयता

MII Purchase Preference/एमआईआई खरीद वरीयता	Yes
MII FUICHASE FIETERETICE/एमजाइजाइ खराद परायता	les

## MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
II II	

- 1. Preference to Make In India products (For bids < 200 Crore):Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate .The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023.
- OM No.1 4 2021 PPD dated 18.05.2023 for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.
- 2. Purchase preference will be given to MSEs having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service and Buyer will decide eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 25% (selected by Buyer) percentage of total quantity. The buyers are advised to refer the OM No. F.1/4/2021-PPD dated 18.05.2023 OM No.1 4 2021 PPD dated 18.05.2023 for

compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

- 3. Reverse Auction would be conducted amongst all the technically qualified bidders except the Highest quoting bidder. The technically qualified Highest Quoting bidder will not be allowed to participate in RA. However, H-1 will also be allowed to participate in RA in following cases:
  - i. If number of technically qualified bidders are only 2 or 3.
  - ii. If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.
  - iii. In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
  - iv. If L-1 is non-MSE and H-1 is eligible MSE and H-1 price is coming within price band of 15% of Non-MSE L-1
  - v. If L-1 is non-MII and H-1 is eligible MII and H-1 price is coming within price band of 20% of Non-MII L-1

If the buyer has mentioned MSE purchase preference in ATC then service provider is required to upload necessary documents for MSE purchase preference for verification by the buyer during evaluation.

# W96711609280-DRILLED SUPPORT TUBE PLATE AS PER TDC NO. TDC-HXE/SK/2365 SPEC: AA10119 REV: 15 SIZE: 1 ( 576 pieces )

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

## Technical Specifications/तकनीकी विशिष्टियाँ

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I II _	Buyer Specification Document/क्रेता विशिष्टि दस्तावेज़	<u>Download</u>

## 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%	NA	

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

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती / रिपोर्टिंग अधिकारी	Address/पता	Delivery Schedule/डिलीवरी अनुसूची (In number of days from contract start days/अनुबंध prarambh होने की तारीख से दिनों की संख्या में )
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S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	number	of days from	ीवरी अनुसूची (In contract start होने की तारीख से में )
1	Paras	249403, Shipping Section, Central Plant Stores, HEEP,	Quantit y/मात्रा	Delivery to start after/प्रारंभ होने की तारीख से डिलीवरी	Delivery to be completed by/डिलीवरी तक पूरी कर ली जाए
		BHEL, Haridwar-249403 Uttarakhand	144	0	210
			144	90	300
			144	180	390
			144	240	450

# 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

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.

## 3. 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.

#### 4. Scope of Supply

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

## 5. 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):

JOINT INSPECTION BY BHEL / BHEL NOMINATED TPIA M/S QUEST AND CUSTOMER AS PER BHEL APPROVED OAP.

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

## 6. Inspection

Pre-dispatch inspection at Seller premises (Fee/Charges to be borne by the BUYER): 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 specifications. Fee/Charges taken by the External inspection Agency and any external laboratories testing charges shall be borne by the Buyer. 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. The goods would be dispatched to 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. While bidding, the sellers should take into account 7 days for inspection from the date of email offering the goods for inspection. Any delay in inspection beyond 7 days shall be on the part of the buyer and shall be regularised without Liquidated Damages.

When there is requirement of submission the advance sample, the seller shall inform the buyer promptly through emails about the date of submission of sample to the buyer nominated Inspection agency.

## 7. 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.

#### 8. Certificates

Material Test Certificate Should Be Sent Along with The Supply. The Material Will Be Checked by Buyer's Lab & the Results of the Lab will be the Sole Criteria for Acceptance of the Item.

#### 9. Forms of EMD and PBG

Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name

BHARAT HEAVY ELECTRICALS LIMITED, HEEP, HARIDWAR

Account No.

10667995458

IFSC Code

SBIN0000586

Bank Name

STATE BANK OF INDIA

Branch address

BHEL MAIN GATE, SECTOR-5, RANIPUR, HARIDWAR, UTTRAKHAND, INDIA-249403

Bidder to indicate bid number and name of bidding entity in the transaction details field at the time of online transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer along with bid.

## 10. Forms of EMD and PBG

Successful Bidder can submit the Performance Security in the form of Payment online through RTGS / internet banking also (besides PBG which is allowed as per GeM GTC). On-line payment shall be in Beneficiary name

BHARAT HEAVY ELECTRICALS LIMITED, HEEP, HARIDWAR

Account No.

SBIN0000586

IFSC Code

SBIN0000586

Bank Name

STATE BANK OF INDIA

Branch address

BHEL MAIN GATE, SECTOR-5, RANIPUR, HARIDWAR, UTTRAKHAND, INDIA-249403

. Successful Bidder to indicate Contract number and name of Seller entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer in place of PBG within 15 days of award of contract.

## 11. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

#### 1. SCOPE OF SUPPLY:

Supply of **DRILLED SUPPORT TUBE PLATE** to **Central Store, HEEP, BHEL, Haridwar** on F.O.R. De stination Basis.

Unloading of materials at Destination/ Site shall be in BHEL's scope.

#### 2. PRICE BASIS:

Price in INR (Including all cost component) should be quoted for **F.O.R. Central Store, HEEP, BHEL, Haridwar.** 

## 3. INSPECTION / INSPECTION & TESTING AT SUPPLIERS WORKS:

INSPECTION BY BHEL/BHEL NOMINATED INSPECTION AGENCY QUEST AND CUSTOMER AS PER BHEL AP PROVED QP.

#### 4. DELIVERY:

Items shall be dispatched as per following-Central Store, HEEP, BHEL, Haridwar

All vendors to quote the price accordingly.

## **5. DELIVERY SCHEDULE:**

Delivery mentioned above is indicative. Bidders to quote their best possible delivery schedule.

#### 6. PAYMENT TERMS:

The payment shall be made within no. of days as defined in the below table from appointed day.

Type of Bidder	Within Number of Days
Micro & Small Enterprises (MSEs)	45 days

Medium Enterprises	60 days
Non MSME	90 days

## **Appointed day means**

- The day of material entry in HEEP (i.e. CISF Stamp date), subject to sub mission of non-discrepant documents by vendor as per Purchase Order. o
- Where there is any objection regarding acceptance of goods, the same shall be informed to supplier within fifteen days from the day of the deliv ery of good. Appointed day will be the day on which such objection is re moved by the supplier.
- For BOIs, the appointed day means the date of receipt of material at respective project Site (i.e. MRC date).
- **7. EMD: Bid Security of Rs. 40 Lacs** [also known as Earnest Money Deposit (EMD)] is required from the bidders along with their bids (except Micro and Small Enterprises (MSEs) or Start-ups as recognized by Department for Promotion of Industry and Internal Trade (DPIIT)). Other exemptions on EMD will be as per GeM Terms and conditions.
- **8. PERFORMANCE SECURITY:** Performance Security (five percent of contra ct value) shall be obtained from successful bidder awarded the contract. Pe rformance Security is to be furnished by a specified date (generally 14(four teen) days after notification of the award) and it should remain valid for a p eriod of 60 (sixty) days beyond the date of completion of all contractual obligations of the supplier, including warranty obligations.

#### 9. GUARANTEE/WARRANTY:

Goods shall comply with the specifications for material, workmanship and p erformance. Unless otherwise specified, the warranty shall be for a period o f 18 months from the date of receipt.

10. Splitting: BHEL reserves the right to split the Purchase Order between t he bidders. In such event, the original L-1 bidder would be awarded order f or the 432 number and L-2 bidder (for Bidder accepting counter offere d L1 rates) would be awarded for 144 number enquiry items, provided the y accept the L-1 rates on counter-offering.

In case the L-2 bidder does not accept the counter-offer then the L-1 prices would be counter-offered to the L-3 bidder and so on. In case, no bidder accepts the counter-offer, then the whole quantity would be ordered on the L-1 bidder.

As per govt. guidelines, if L-1 is not an MSE and MSE Seller (s) has / have qu oted price within L-1+ 15% (Selected by Buyer) of margin of purchase pref erence /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.

In present case, total enquiry quantity is 576 nos. In case L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Bu yer) of margin of purchase preference /price band then 144 Nos quantity sh all be awarded to MSE bidder (25% of total quantity (576 Nos) and 432 Nos quantity shall be awarded to L-1 Bidder. No further splitting shall be made among other bidders.

**11.** Benefits of MSE (such as EMD Waiver, Tender fee exemption, Price prefer ence, Payment preference etc.) will be given only to those MSE Vendors wh o are manufacturers of offered items against the NIT. No MSE benefits shall be provided to Agents / Stockiest / Dealers / Traders etc. for the items offer ed but not manufactured by themselves.

# 12. Non-Disclosure Agreement (NDA):

NDA is required to be signed & stamped on every page after filling relevant details (refer Annexure-D). Cross-referred documents (TDC, Specifications &/or Drawings) can be obtained by email after sending duly signed & Stam ped FCA to <a href="mailto:abhaskar@bhel.in">abhaskar@bhel.in</a> &/or <a href="mailto:palashm@bhel.in">palashm@bhel.in</a>.

## 13. Guarantee Certificate:

Goods shall comply with the specifications for material, workmanship and performance. Unless otherwise specified, the warranty shall be for a period of 18 months from the date of receipt.

## **14.** Integrity Pact:

To follow CVC guidelines, intending vendors have to comply all terms and c onditions of integrity pact. Hence, submit copies of filled in integrity pact al ong with your offer in the enclosed format of integrity pact as per Annexure - F.

**15.** For this procurement, the local content to categorize a supplier as a Class I local supplier/ Class

II local supplier/ Non- Local supplier and purchase preference to Class I local supplier, is as

defined in Public Procurement (Preference to Make in India), Order 2017 da ted 19.07.2024

issued by DPIIT will be applicable. In case of subsequent orders issued by the nodal ministry,

changing the definition of local content for the items of the NIT, the same s hall be applicable

even if issued after issue of this NIT, but before opening of Part-II bids again st this NIT.

Class- I local supplier shall get purchase preference over class-II local suppli

er as well as Nonlocal supplier.

Class-I local supplier/ Class-II local supplier shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from practicing cost accountant or practicing chartered accountant (in respect of supplies oth er than companies) giving the percentage of local content.

## 12. Buyer Added Bid Specific ATC

Buyer uploaded ATC document Click here to view the file.

# Disclaimer/अस्वीकरण

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

- 1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
- 2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
- 3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
- 4. Creating BoQ bid for single item.
- 5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
- 6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
- 7. Floating / creation of work contracts as Custom Bids in Services.
- 8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for <u>attached categories</u>, trials are allowed as per approved procurement policy of the buyer nodal Ministries)
- 9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
- 10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
- 11. Creating bid for items from irrelevant categories.
- 12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
- 13. Reference of conditions published on any external site or reference to external documents/clauses.
- 14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

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

All GeM Sellers / Service Providers are mandated to ensure compliance with all the applicable laws / acts / rules including but not limited to all Labour Laws such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976,

# The Payment of Gratuity Act, 1972 etc. Any non-compliance will be treated as breach of contract and Buyer may take suitable actions as per GeM Contract.

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 करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।

---Thank You/धन्यवाद---