

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	08-03-2024 17:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	08-03-2024 17:30:00
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
Total Quantity/कुल मात्रा	36561
Item Category/मद केटेगरी	HW2814199048 GLASS & POLYESTER COVERED VARNISH BONDED RECT. COPPER CONDR. (TEMP. INDEX 155 DEG. C.) (Q3)
MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट	No
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	Yes
RA Qualification Rule	50% Lowest Priced Technically Qualified Bidders
Type of Bid/बिड का प्रकार	Two Packet Bid
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days
Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No

Bid Details/बिड विवरण	
Payment Timelines	Payments shall be made to the Seller within 90 days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC)
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation

EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	600000

ePBG Detail/ईपीबीजी विवरण

Required/आवश्यकता	No
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(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 :

Bharat Heavy Electricals Limited (BHEL)
Bharat Heavy Electricals Limited (BHEL)
(Bharat Heavy Electricals Limited)

Splitting/विभाजन

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

MII Purchase Preference/एमआईआई खरीद वरीयता

MII Purchase Preference/एमआईआई खरीद वरीयता	Yes
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MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. Preference to Make In India products (For bids < 200 Crore): Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate .The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023.

[OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

2. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for 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.

3. Reverse Auction would be conducted amongst first 50% of the technically qualified bidders arranged in the order of prices from lowest to highest. Number of sellers eligible for participating in RA would be rounded off to next higher integer value if number of technically qualified bidders is odd (e.g. if 7 bids are technically qualified, then RA will be conducted amongst L-1 to L-4). In case number of technically qualified bidders are 2 or 3, RA will be between all without any elimination. If Buyer has chosen to split the bid amongst N sellers, then minimum N sellers would be taken to RA round. In case Primary products of only one OEM are left in contention for participation in RA based on lowest 50% bidders qualifying for RA, the number of sellers qualifying for RA would be increased to get at least products of one more OEM (directly participated or through its reseller) if available. Further, if bid(s) of any seller(s) eligible for MSE preference is / are coming within price band of 15% of Non MSE L-1 or if bid of any seller(s) eligible for Make in India preference is / are coming within price band of 20% of non MII L-1, then such MSE / Make in India seller shall also be allowed to participate in the RA process.

HW2814199048 GLASS & POLYESTER COVERED VARNISH BONDED RECT. COPPER CONDR. (TEMP. INDEX 155 DEG. C.) (36561 kilogram)

(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)

Whether Price Variation Clause applicable?	Price Variation Clause/मूल्य परिवर्तन खंड(पीवीसी)	Price Variation Clause/मूल्य परिवर्तन खंड(पीवीसी)
Yes	Following PVC clause will be applicable for Mat. Code HW2814199048: PVC for Price Comparison: a. Vendor to quote 97.00% of Copper price (based on LME Copper cash settlement rate) with SBI TT selling exchange rate + Fabrication Price (which is including of Premium (if any), Freight/Packing/Forwarding/all other charges) + applicable inclusive GST. b. Vendor shall supply total enquired quantity of material while they will be needing to quote their total rate in INR per Kg i.e. 97.00% of Copper price (based on LME Copper cash settlement rate) with SBI TT selling exchange rate + Fabrication Price (including of Premium (if any), Freight/Packing/Forwarding/all other charges) + applicable inclusive GST. c. Evaluation shall be done on the basis of delivered cost (i.e. total landed cost to BHEL). Exchange rate (TT selling rates of SBI) & LME Metal price shall be taken of the Part- 1 opening date of tender. If the relevant day happens to be holiday, then the LME cash settlement rate & exchange rate as on the previous working day shall be taken. d. 97.00% of Copper (based on LME Copper cash settlement rate with SBI TT sell exchange rate) + Fabrication price (which is including of Premium (if any), Freight/Packing/Forwarding/all other charges) + GST will be considered for comparison purpose as rest is insulation weight. PVC for Billing: e. Vendor to confirm that date of Metal booking shall be 45 days prior to PO scheduled delivery date. In case of holiday, previous working day shall be considered for Metal booking. Vendor to confirm exchange rate (SBI TT Selling rate) as applicable, as detailed below: If delivery is within scheduled delivery then 45 days before PO scheduled delivery date. If delivery is early as per PO condition then 45 days before actual delivery date. If delivery is after PO scheduled delivery then 45 days before actual/scheduled delivery date whichever is lower. In case of holiday, exchange rate of previous working day will be applicable. f. If scheduled delivery date is less than 45 days then date of Metal booking & exchange rate (SBI TT selling rate) shall be taken 10th day (in case of holiday, previous working day) from PO date. g. PVC shall be paid on Copper price only which is 97.00% of the total finished product. • Total invoice value (including GST) = {97.00% of Copper price (based on LME Copper cash settlement rate) with SBI TT selling exchange rate + Fabrication Price (including of Premium (if any), Freight/Packing/Forwarding/all other charges)} * supplied PO quantity (within tolerance) + applicable GST.	3f 7 2 0 e 4 a 2 2 5 5 a 4f 0 9 4 5 3 6 c 4 e 9 0 4 6 b 4 7 a p df

Technical Specifications/तकनीकी विशिष्टियाँ

Buyer Specification Document/क्रेता विशिष्टि दस्तावेज़	Download
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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	Delivery Schedule/डिलीवरी अनुसूची (In number of days from contract start days/अनुबंध प्रारम्भ होने की तारीख से दिनों की संख्या में)		
1	Paras	249403,Shipping Section, Central Plant Stores, HEEP, BHEL, Haridwar-249403 Uttarakhand	Quantit y/मात्रा	Delivery to start after/प्रारंभ होने की तारीख से डिलीवरी	Delivery to be completed by/डिलीवरी _____ तक पूरी कर ली जाए
			12187	275	300
			12187	375	400
			12187	525	550

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. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

MATERIAL DESCRIPTION & SPECIFICATION

ENQUIRED BHEL MATERIAL CODE- **HW2814199048**

GLASS & POLYESTER COVERED VARNISH

BONDED RECT. COPPER CONDR.

(TEMP.INDEX 155 DEG.C.)

SPEC: HW28199 REV: 02

SIZE: 14 x 1.8 (BARE); DIM.: IN MM

TOTAL ENQUIRED QUANTITY- 36561 KG; QUANTITY TOLERANCE: +/- 2%

S No	Tender Term and Condition	Confirmation from bidder
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General Requirements

1	Bidder to provide the documents as per Pre-qualification requirements (PQR).	
2	Bidder who fails to qualify Pre-qualification requirement, their offer will not be considered for technical evaluation and price bid opening (part -2 of this tender).	
3	Offers of non BHEL approved bidder for this item will be considered for further processing for part- 2 bid, which have submitted endorsed copy of FCA and cleared the technical scrutiny.	
4	OFFERED PRICES ON THE GEM PORTAL SHOULD BE ON ALL- INCLUSIVE BASIS i.e. INCLUDING APPLICABLE GST/ALL TAXES & DUTIES, LOCAL LEVIES/TRANSPORTATION/LOADING- UNLOADING, PACKING & FORWARDING CHARGES- UPTO FOR BHEL HEEL HARIDWAR	
5	Bidder to submit duly filled certificate of Minimum local content, as per enclosed format	
6	Bidder to inform % of inclusive GST	
7	Vendors to quote their total rates in INR for per KG as [Metal rates- INR 659.17 / Kg (which is 97.00% of Copper price based on LME Copper cash settlement rate with SBI TT selling exchange rate) + Fabrication Price (which is including of Premium (if any), Freight/Packing/Forwarding/all other charges) + applicable inclusive GST].	
8	Bidder will take LME Copper (cash settlement) rate and exchange rate (SBI TT Selling rate) for calculating Copper Metal rate i.e. INR 659.17 / Kg {which is 97.00% of Copper price (based on LME Copper cash settlement rate with SBI TT selling exchange rate)} Bidder, who do not confirm this clause, their offer will be rejected.	

9	Bidder to quote delivery in weeks considering 15 working days for arranging inspection by BHEL at vendor works from date of email for inspection. Bidders are requested to quote the best delivery meeting the delivery requirements. BHEL reserves the right to reject the offers not meeting BHEL's delivery requirement.	
10	TCs (as per respective specification) and Guarantee Certificate to be provided by seller(s) along with material supply.	
<u>QUALITY REQUIREMENTS</u>		
1	PRE-DISPATCH JOINT INSPECTION BY BHEL / BHEL NOMINATED INSPECTION AGENCY 'INTERTEK' & NTPC AS PER FINALLY NTPC APPROVED QP. VENDOR TO ENDORSE ATTACHED BHEL SQP "QA/BE/QP/088 REV. 02". VENDOR'S QP WILL BE FORWARDED TO NTPC FOR THEIR APPROVAL. VENDOR TO CONFIRM TO FOLLOW NTPC APPROVED QP / APPROVAL CONDITIONS.	
PRICE-VARIATION CLAUSE (PVC) REQUIREMENT		
1	Vendor to quote 97.00% of Copper price (based on LME Copper cash settlement rate) with SBI TT selling exchange rate + Fabrication Price (which is including of Premium (if any), Freight/Packing/Forwarding/all other charges) + applicable inclusive GST.	
2	Vendor shall supply total enquired quantity of material while they will be needing to quote their total rate in INR per Kg i.e. 97.00% of Copper price (based on LME Copper cash settlement rate) with SBI TT selling exchange rate + Fabrication Price (including of Premium (if any), Freight/Packing/Forwarding/all other charges) + applicable inclusive GST.	
3	<u>PVC for Price Comparison:</u> Evaluation shall be done on the basis of delivered cost (i.e. total landed cost to BHEL). Exchange rate (TT selling rates of SBI) & LME Metal price shall be taken of the Part- 1 opening date of tender. If the relevant day happens to be holiday, then the LME cash settlement rate & exchange rate as on the previous working day shall be taken. 97.00% of Copper (based on LME Copper cash settlement rate with SBI TT sell exchange rate) + Fabrication price (which is including of Premium (if any), Freight/Packing/Forwarding/all other charges) + GST will be considered for comparison purpose as rest is insulation weight.	

4	PVC for Billing: Vendor to confirm that date of Metal booking shall be 45 days prior to PO scheduled delivery date. In case of holiday, previous working day shall be considered for metal booking. Vendor to confirm exchange rate (SBI TT Selling rate) as applicable, as detailed below: If delivery is within scheduled delivery then 45 days before PO scheduled delivery date. If delivery is early as per PO condition then 45 days before actual delivery date. If delivery is after PO scheduled delivery then 45 days before actual/scheduled delivery date which ever is lower. In case of holiday, exchange rate of previous working day will be applicable. If scheduled delivery date is less than 45 days then date of Metal booking & exchange rate (SBI TT selling rate) shall be taken 10th day (in case of holiday, previous working day) from PO date. PVC shall be paid on Copper price only which is 97.00% of the total finished product. Total invoice value (including GST) = {97.00% of Copper price (based on LME Copper cash settlement rate) with SBI TT selling exchange rate + Fabrication Price (including of Premium (if any), Freight/Packing/Forwarding/all other charges)} * supplied PO quantity (within tolerance) + applicable GST.	
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Unregistered vendors at BHEL Haridwar for this item may avail the soft copies of relevant specification and drawing by submitting the endorsed copy of attached FCA to either of the following e-mail IDs:

(kr.kapil@bhel.in) and (skumars@bhel.in)

Bidder to submit technical offer along with bid.

PAYMENT TERM.

100% payment will be made after receipt and acceptance of material and within 45-90 days (subject to type of vendor's enterprise as MSE, Medium & Non MSME).

For MSEs (covered under MSME Act) which are registered and periodically renewed with BHEL, the Payment term is 45 days; For Medium Enterprises the Payment term is 60 days and For Non MSMEs the Payment term is 90 days.

Risk Purchase: In case of abnormal delays (beyond the maximum late delivery period as per LD

clause) in supplies / defective supplies or non-fulfilment of any other terms and conditions given in Purchase Order, BHEL may cancel the Purchase Order in full or part thereof, and may also make the purchase of such material from elsewhere / alternative source at the risk and cost of the supplier. BHEL will take all reasonable steps to get the material from alternate source at optimum cost. If bidder does not agree to the above Risk Purchase Clause, BHEL reserves the right to reject the offer. In case for compelling reasons BHEL accepts the offer without acceptance of this clause by the bidder and in the eventuality of Risk Purchase, appropriate action will be taken as per BHEL external rules. This will be without prejudice to any other right of BHEL under the contract or under General Law.

Action against Bidders / vendor / supplier / contractor in case of default: In order to protect the commercial interests of BHEL, BHEL shall take action against suppliers / contractors by way of suspension of business dealings, who either fail to perform or are in default without any reasonable cause, cause loss of business/ money/ reputation, indulge in malpractices, cheating, bribery, fraud or any other misconduct or formation of cartels so as to influence the bidding process or influence the price etc.

Suspension of Business Dealings could be in the form of "Hold" or "Banning" a supplier/ contractor or a bidder and shall be as per "Guidelines for Suspension of Business Dealings with Suppliers/ Contractors" available at BHEL's website "<https://www.bhel.com/guidelines-suspension-business-dealings-supplierscontractors>".

"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. "

Earnest Money Deposit (EMD)

EMD amount of '**Rs. 06 Lakhs**' is required to be submitted along with offer by all the participated bidders (except Micro and Small Enterprises (MSEs) or Startups as recognized by Department for Promotion of Industry and Internal Trade (DPIIT)). OFFER WITHOUT EMD WILL NOT BE ACCEPTED EXCEPT FOR "MSEs VENDOR or Startups as recognized by Department for Promotion of Industry and Internal Trade (DPIIT)).

The EMD may be accepted only in the following forms: (i) Electronic Fund Transfer credited in BHEL account (before tender opening) (ii) Banker's cheque/ Pay order/ Demand draft, in favour of BHEL (along with offer) (iii) Fixed Deposit Receipt (FDR). (iv) Bank Guarantee from any of the Scheduled Banks. (v) Insurance Surety Bonds.

(Note: EMD shall not carry any interest).

PERFORMANCE SECURITY

Performance Bank Guarantee (PBG) or Security Deposit (SD), hereafter referred as performance security as **10% of contract value** is required to be submitted in this tender from the successful bidder awarded the Purchase order/Contract.

Performance Security is to be furnished after 14 days from Purchase order date and it should remain valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations of the supplier, including warranty obligations.

Performance security may be furnished in the following forms: (i) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL. (ii) Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL. (iii) Fixed Deposit Receipt issued by Scheduled Banks / Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL). (iv) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL). (v) Insurance Surety Bond.

(Note: BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith. The Performance Security shall not carry any interest).

THE **INTEGRITY PACT (IP)** IS ATTACHED WITH THIS TENDER, WHICH IS TO BE SUBMITTED (DULY SIGNED BY AUTHORIZED SIGNATORY ON EACH PAGE) ALONG WITH TECHNO COMMERCIAL BID. ONLY THOSE BIDDERS WHO HAVE ENTERED INTO SUCH AN IP WITH BHEL WILL BE CONSIDERED IN THIS TENDER .

Remaining Commercial term & condition shall be as per GeM T&C.

3. **Generic**

Buyer Organization specific Integrity Pact shall have to be complied by all bidders. Bidders shall have to upload scanned copy of signed integrity pact as per Buyer organizations policy along with bid. [Click here to view the file](#)

4. **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 %.

5. **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.

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---