



Bid Number/बोली क्रमांक (बिड संख्या):  
GEM/2023/B/3377019  
Dated/दिनांक : 05-05-2023

### Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	15-05-2023 19:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	15-05-2023 19:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	75 (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	10300018-pswr
Total Quantity/कुल मात्रा	18240
Item Category/मद केटेगरी	Photocopy , Binding
BOQ Title/बीओक्यू शीर्षक	Photocopy and printing service
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	4 Lakh (s)
MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट	No
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria,Bidder Turnover,Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	Yes
RA Qualification Rule	H1-Highest Priced Bid Elimination
Type of Bid/बिड का प्रकार	Two Packet Bid
Primary product category	Photocopy

**Bid Details/बिड विवरण**

<b>Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय</b>	2 Days
<b>Payment Timelines</b>	Payments shall be made to the Seller within <b>30</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

**EMD Detail/ईएमडी विवरण**

Advisory Bank/एडवाइजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	16000

**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).	27

(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 :**

NAGPUR HQS

10300018-PSWR, Department of Heavy Industry, Bharat Heavy Electricals Limited (BHEL), Ministry of Heavy Industries and Public Enterprises  
(Bhel Pswr)**Splitting/विभाजन**

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

**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. 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.

3. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for 25%(selected by Buyer) percentage of total QUANTITY.

4. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

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

**Photocopy**

**(Minimum 50% Local Content required for qualifying as Class 1 Local Supplier)**

Brand Type/ब्रांड का प्रकार	Unbranded
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**Technical Specifications/तकनीकी विशिष्टियाँ**

<b>Specification Document</b>	<a href="#">View File</a>
<b>BOQ Detail Document</b>	<a href="#">View File</a>

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

**Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्र**

<b>S.No./क्र. सं.</b>	<b>Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी</b>	<b>Address/पता</b>	<b>Quantity/मात्र</b>	<b>Delivery Days/डिलीवरी के दिन</b>
1	Navin Kumar Singh	440001,5th and 6th Floor, Shri Mohini Complex, 345 Kingsway Road, Nagpur-440001, Maharashtra, India	6500	5

**Photocopy**

**(Minimum 50% Local Content required for qualifying as Class 1 Local Supplier)**

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1	Navin Kumar Singh	440001,5th and 6th Floor, Shri Mohini Complex, 345 Kingsway Road, Nagpur-440001, Maharashtra, India	11500	5

### Photocopy

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Brand Type/ब्रांड का प्रकार	Unbranded
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1	Navin Kumar Singh	440001,5th and 6th Floor, Shri Mohini Complex, 345 Kingsway Road, Nagpur-440001, Maharashtra, India	100	5

### Photocopy

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Brand Type/ब्रांड का प्रकार	Unbranded
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1	Navin Kumar Singh	440001,5th and 6th Floor, Shri Mohini Complex, 345 Kingsway Road, Nagpur-440001, Maharashtra, India	5	5

**Binding**

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1	Navin Kumar Singh	440001,5th and 6th Floor, Shri Mohini Complex, 345 Kingsway Road, Nagpur-440001, Maharashtra, India	20	5

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1	Navin Kumar Singh	440001,5th and 6th Floor, Shri Mohini Complex, 345 Kingsway Road, Nagpur-440001, Maharashtra, India	20	5

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1	Navin Kumar Singh	440001,5th and 6th Floor, Shri Mohini Complex, 345 Kingsway Road, Nagpur-440001, Maharashtra, India	10	5

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1	Navin Kumar Singh	440001,5th and 6th Floor, Shri Mohini Complex, 345 Kingsway Road, Nagpur-440001, Maharashtra, India	10	5

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1	Navin Kumar Singh	440001,5th and 6th Floor, Shri Mohini Complex, 345 Kingsway Road, Nagpur-440001, Maharashtra, India	5	5

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1	Navin Kumar Singh	440001,5th and 6th Floor, Shri Mohini Complex, 345 Kingsway Road, Nagpur-440001, Maharashtra, India	50	5

## Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें

### 1. Generic

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

### 2. Generic

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

BHARAT HEAVY ELECTRICALS LIMITED  
SHREEMOHINI COMPLEX  
KINGSWAY, 5TH & 6TH FLOOR  
NAGPUR-440001  
MAHARASHTRA

### 3. 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.

### 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. Generic

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

- Copy of PAN Card.
- Copy of GSTIN.
- Copy of Cancelled Cheque.
- Copy of EFT Mandate duly certified by Bank.

### 6. Generic

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

### 7. 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.

#### 8. Forms of EMD and PBG

Bidders can also submit the EMD with Account Payee Demand Draft in favour of

BHARAT HEAVY ELECTRICALS LIMITED  
payable at  
NAGPUR

Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

#### 9. Forms of EMD and PBG

Bidders can also submit the EMD with Banker's Cheque in favour of

BHARAT HEAVY ELECTRICALS LIMITED  
payable at  
NAGPUR

Bidder has to upload scanned copy / proof of the BC along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

#### 10. 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  
Account No.  
40227423158  
IFSC Code  
SBIN000432  
Bank Name  
STATE BANK OF INDIA  
Branch address  
SBI KINGSWAY, BRANCH CODE-00432, NAGPUR

Bidder to indicate bid number and name of bidding 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 along with bid.

#### 11. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

#### A. PRE QUALIFICATION CRITERIA

SL NO	PRE QUALIFICATION CRITERIA	Bidders claim in respect of fulfilling the PQR Criteria	
		Name and Description of qualifying criteria	Remarks
A	Submission of Integrity Pact duly signed (if applicable)	NOT APPLICABLE	

B	<p><b>Technical</b></p> <p>Bidder must have executed the similar job i.e. photocopying service / photocopying &amp; allied services as per the followings in last 07 (Seven) years from latest due date of offer submission:</p> <p>B.1.1) Executed the Similar job of value not less than Rs. 7.35 Lakhs (Incl. tax) against single work order.</p> <p style="text-align: center;">OR</p> <p>B.1.2) Two Similar jobs each of value not less than Rs . 4.59 Lakhs (Incl. tax) against 2 work orders.</p> <p style="text-align: center;">OR</p> <p>B.1.3) Three Similar jobs each of value not less than Rs. 3.68 Lakhs (Incl. tax) against 3 work orders.</p>	APPLICABLE	<b>Bidder to furnish work order &amp; proof of work execution to establish the Technical qualifying Criteria.</b>
C	<p><b>FINANCIAL</b></p> <p><b>C.1) TURNOVER</b></p> <p>Bidders must have achieved an average annual financial turnover of <b>Rs. 2.70</b> Lac or more over last three Financial Years (FY ) i.e. Financial Years <b>2019-2020, 2020-2021 &amp; 2022-2023</b></p>	APPLICABLE	
	<p><b>C.2) NETWORTH (only in case of Companies)</b></p> <p>Net worth of the Bidder based on the latest Audited Accounts as furnished for 'C-1' above should be positive.</p>	APPLICABLE	
	<p><b>C.3) PROFIT</b></p> <p>Bidder must have earned cash profit in any one of the three Financial Years as applicable in the last three Financial Years defined in 'C-1' above based on latest Audited Accounts.</p>	APPLICABLE	
	<p><b>C.4)</b> Bidder must not be under Bankruptcy Code Proceedings (IBC) by NCLT or under Liquidation / BIFR, which will render him ineligible for participation in this tender, and shall submit undertaking to this effect.</p>	APPLICABLE	
D	Assessment of Capacity of Bidder to execute the works as per sl no 9 of NIT (if applicable)	NOT APPLICABLE	
E	<p><b>Price Bid Opening</b></p> <p><b>Note:</b> Price Bids of only those bidders shall be opened who stand qualified after compliance of criteria A to E</p>	APPLICABLE	BY BHEL

F	Consortium criteria	NOT APPLICABLE	
	<ol style="list-style-type: none"> <li>1. Explanatory Notes for the PQR (unless otherwise specified in the PQR):</li> <li>2. For evaluation of PQR, the credentials of the Bidder alone, and not that of the Group Company shall be considered.</li> <li>3. Completion date for achievement of the technical criteria specified in the Common QR should be in the last 7 years ending on the 'latest date of Bid Submission' of Tender irrespective of date of the start of work.</li> <li>4. "Executed" means the bidder should have achieved the technical criteria specified in the Technical criteria of PQR (as in 'B' above) even if the Contract has not been completed or closed.</li> <li>5. Bidder to submit Audited Balance Sheet and Profit and Loss Account for the respective years as indicated against C-1 above along with all annexures.</li> <li>6. In case audited financial statements have not been submitted for all the three years as indicated against C-1 above, then the applicable audited statements submitted by the bidders against the requisite three years, will be averaged for three years i.e total divided by three.</li> <li>7. If financial statements are not required to be audited statutorily, then instead of audited financial statements, financial statements are required to be certified by Chartered Accountant.</li> <li>8. C-2:-NETWORTH: Shall be calculated based on the latest Audited Accounts as furnished for C-1 above. Net worth = Paid up share capital + Reserves. (Net worth is required to be evaluated in case of companies) .</li> <li>9. C-3:- PROFIT : shall be NET profit (PAT + Non cash expenditure viz depreciation) earned during any one of the three financial years as in C-1 above.</li> <li>10. Time period for achievement of the 'Technical' criteria of PQR (as in 'B' above) will be the last 7 years ending on the 'latest date' of Bid submission.</li> <li>11. 'EXECUTED' means the Vendor should have achieved the criteria specified in the Technical criteria of PQR (as in 'B' above) even if the Contract has not been completed or closed</li> <li>12. Bidder should have a local office at Nagpur.</li> </ol>		

BIDDER SHALL SUBMIT ABOVE PRE-QUALIFICATION CRITERIA FORMAT, DULY FILLED-IN, SPECIFYING RESPECTIVE ANNEXURE NUMBER AGAINST EACH CRITERIA AND FURNISH RELEVANT DOCUMENT INCLUSIVE OF WORK ORDER AND WORK COMPLETION CERTIFICATE ETC IN THE RESPECTIVE ANNEXURES IN THEIR OFFER

## **B. SCOPE OF WORK**

### **1 Scope of work and Terms and Conditions of Tender:**

The terms, conditions and important instruction in respect of this tender are as follows:

A. Installation of 01 (one) new, good quality Digital Photocopying Machine, at BHEL/PSWR premises to meet day to day requirement of photocopying. The number of machines may be increased during the tenure of contract, in case of requirement, which should be provided by the tenderer at the same cost.

B. The make, type, model of machine to be used by the service provider must be mentioned in the technical bid.

- C. The specification of paper to be used for photocopying / printing shall be of at least 75 GSM Bilt graphic paper of reputed brands.
- D. Photocopying Machine is required to be installed at the cost of service provider. Service Provider is required to submit rates for different services in the financial bid document. The rates will be settled per copy basis. The rates will be inclusive of operator wage (employed by Service Provider) and all the consumables required for photocopying.
- E. The operating hours shall be from 9.00 am to 6.30 pm. The working days of the week will be six days, Monday through Saturday. In case of any additional and emergency work when the machine(s) need to be operated beyond the normal working hours or holidays, the service provider will have to provide such services at no extra cost.
- F. Service Provider shall provide adequate competent fulltime staff who will be responsible on site for all aspects of running and managing the facility.
- G. Service Provider will provide substitute fully trained staff whenever the regular operator is on leave due to absenteeism or sickness. Any such replacement will be fully conversant with the operation of the photocopy machine/equipment and all relevant procedure. The cost of providing such replacement will be borne by service provider.
- H. Service provider will be responsible for arranging all equipment, service and maintenance to meet high standard of consistent quality.
- I. Service Provider will maintain a stock control system and provide all relevant supplies including paper, stapler pins, toner and all consumables necessary to run the photocopy machine/ equipment.
- J. All equipment and staff utilized in this service will be totally dedicated for exclusive use of BHEL and no outside work will be undertaken.
- K. In case of machine break down, service provider will provide immediate backup machine so that the down time is minimized **to less than 4 hours** and work of BHEL/PSWR is not held up.
- L. Security of all documents will be protected and under no circumstances papers given for photocopy or copies thereof shall be taken out of the premises or given to persons not authorized by BHEL.
- M. It shall be the sole responsibility and liability of the service provider to carry out the obligations arising out of various Labour legislations such as Contract Labour (Regulation and Abolition) Act 1970, Minimum Wages Act 1948, Payment of Wages Act 1936, Payment of Bonus Act, Industrial Disputes Act 1947, Employee Provident Fund and Misc. Provisions Act 1952, Employees' State Insurance Act 1948, Women's Compensation Act 1923, Child Labour (Prohibition and Regulation) Act 1986 and such other relevant enactment are in force from time to time in respect of staff engaged by the service provider to provide the service.
- N. Service Provider shall raise bill on monthly basis and submit the same succeeding month for payment. BHEL will normally settle the bill within 30 days from the receipt of the bill. However, for delayed payment, the service provider will not charge any penalty or interest to BHEL.

O. BHEL/PSWR will provide suitable space along with supply of 16 Amps / 240 volts electricity supply.

P. The space to install the machine and to keep material such as paper and ink etc. will be provided by BHEL/PSWR.

Q. If the user department would like to have photocopy only in one-page material of two pages of the text to be photocopied, it would have to be done accordingly.

R. BHEL may terminate the agreement with one-month notice in case the services are not found satisfactory or otherwise. In such a case, BHEL will pay on actual work basis for the duration for which the services were used during the period in question. Similarly, the service provider may also terminate the agreement by giving Three-month notice.

S. The insurance of the equipment and staff utilized in this service will be borne by the service provider only. BHEL is in no way concerned with extending such facility to contractor staff.

T. BHEL will not be responsible for any damage to the machine arising out of unusual occurrences for example voltage fluctuations, seepage of water etc.

U. Periodic service of photocopying machine is to be undertaken by the service provider to ensure uninterrupted quality.

V. The Service Provider will also arrange for the photocopy and other services associated with this contract not covered under this agreement, however, the rates for that will be certified by Head of concerning department and bills will be paid accordingly.

W. The period of contract would be for two years from the date of award of the contract.

## **2. Important Information for the Bidders:**

All expenses in preparation and submission of bids and visits to the office or any place in connection with the preparation of the Bid shall be borne by the Bidder. BHEL in no case shall be responsible or liable for these costs regardless of the outcome of the bidding process.

## **3. Penalty: -**

The tenderer should ensure regular and uninterrupted quality services at all times. In case of failure in services or negligence (as defined below), appropriate punitive action shall be taken by the BHEL, which also includes monetary penalty not exceeding 5% of total monthly bill payable by BHEL to the service provider.

Failure of service and negligence shall be measured in terms of the following:

1. The service provider delivers poor quality of copies / prints to the user even after receiving written notice by BHEL regarding poor copy / print quality.

2. If the copy/printing activity stops due to service provider's failure in supplying paper, toner, and other consumables required to run the machines.
3. Service provider provides copy/printing services to any individual / organization not authorized by BH EL.
4. The service provider fails to supply paper as per specification.
5. Operators are not available during the stipulated timings.
6. All the machine fails and not even a single machine is rectified within 4 hours of breakdown.
7. Breach of any clause of tender / agreement even after receiving prior written notice by BHEL.
8. Any other matter which is an act of negligence or breach of ethics by the service provider.

#### 4. Specifications of Photocopy Machine:

The machines should be of standard brands digital heavy duty machines The machines to be installed in the campus may be mentioned clearly with brand name, model, year of manufacturing etc. The brochure of the machine containing pictures and specifications should also be enclosed. The details should be provided in the format given below: -

Sl.No	Specification of Machine Required for Photocopying	
1	Machine Name	
2	Brand	
3	Model	
4	Year of purchase/manufacturing	
5	Function	
6	Memory	
7	HDD	
8	Document feeder	
9	Copy/print/scan resolution	
10	Continuous copy	
11	Warm Up time	
12	Size	
13	Zoom ratio	

14	Paper capacity	
15	User code	
16	Interface	
17	Network operating system	
18	Scan feature	
19	Scan output format	
20	Any other specification	

I hereby certify that the above mentioned specifications/particulars are true and correct to my knowledge.

Date

Sign & Seal of the bidder

Place

-

## **Chapter II (TAXES, DUTIES & LEVIES)**

### **TAXES, DUTIES, LEVIES (Rev 13 dated 05/11/2018)**

- I. All taxes excluding GST, GST Cess & BOCW Cess but including, Royalties, fees, license, deposits, commission, any State or Central Levy and other charges whatsoever, if any, shall be borne by you and shall not be payable extra.
- II. Any increase of the taxes excluding GST, GST Cess & BOCW Cess, at any stage during execution including extension of the contract shall have to be borne by the contractor. Quoted/ accepted rates/ price shall be inclusive of all such requirements. Please note that since GST on output will be paid by BHEL separately as enumerated below, your quoted rates/ price should be after considering the Input Credit under GST law at your end.
- III. GST:  
The successful bidder shall furnish proof of GST registration. GST along with Cess (as applicable) leg

ally leviable & payable by the successful bidder as per GST Law, shall be paid by BHEL. Hence Bidder shall not include GST along with Cess (as applicable) in their quoted price.

IV. GST charged in the Tax Invoice/Debit note by the contractor shall be released separately to the contractor only after contractor files the outward supply details in GSTR-1 on GSTN portal and input tax credit of such invoice is matched with corresponding details of outward supply of the contractor and has paid the GST at the time of filing the monthly return

V. Bidder shall note that the GST Tax Invoice complying with GST Invoice Rules (Section 31 of GST Act & Rules referred there under) wherein the 'Bill To' details will as below:

BHEL GSTN – As per Annexure -1

NAME -- Bharat Heavy Electricals Limited

ADDRESS – Site address

VI. Bidder to immediately intimate on the day of removal of Goods (in case of any supply of goods) to BHEL along with all relevant details and a scanned copy of Tax Invoice to below email ids to enable BHEL to meet its GST related compliances: -

Email id ---- to be intimated later on.

In case of delay in submission of the abovementioned documents on the date of dispatch, BHEL may incur penalty /interest for not adhering to Invoicing Rules under GST Law. The same will be liable to be recovered from the successful bidder, if such delay is not attributable to BHEL.

VII. In case of raising any Supplementary Tax Invoice (Debit / Credit Note) Bidder shall issue the same containing all the details as referred to in Section 34 read with Rule 53.

VIII. Bidder shall note that in case GST credit is delayed/ denied to BHEL due to delayed / non receipt of goods and /or tax invoice or expiry of the timeline prescribed in GST Law for availing such ITC, or any other reasons not attributable to BHEL, GST amount shall be recoverable from the vendor along with interest levied / leviable on BHEL, as the case may be.

IX. Bidder shall upload the Invoices raised on BHEL in GSTR-1 within the prescribed time as given in the GST Act. Bidder shall note that in case of delay in declaring such invoice in your return and GST credit availed by BHEL is denied or reversed subsequently as per GST Law, GST amount paid by BHEL towards such ITC reversal as per GST law shall be recoverable from the bidder along with interest levied / leviable on BHEL.

X. Way Bill: Successful Bidder to arrange for way bill / e-waybill for any transfer of goods for the execution of the contract.

The Bidder has to make their own arrangement at their cost for completing the formalities, if required, with Issuing Authorities, for bringing materials, plants & machinery at site for execution of the works under this contract, Road Permit/ Way Bill, if required, shall be arranged by the contractor and BHEL will not supply any Road Permit/ Way Bill for this purpose.

XI. New taxes and duties: -Any New taxes & duties, if imposed subsequent to due date of offer submission as per NIT & TCN, by statutory authority during contract period including extension, if the same is not attributable to you, shall be reimbursed by BHEL on production of relevant supporting document to the satisfaction of BHEL. However, you shall obtain prior approval from BHEL before depositing new taxes and duties.

Benefits and/or abolition of all existing taxes must be passed on to BHEL against new Taxes, if any, proposed to be introduced at a later date.

In case any new tax/levy/duty etc. becomes applicable after the date of bidder's offer but before opening of the price bid, the bidder must convey its impact on his price duly substantiated by documentary evidence in support of the same before opening of the price bids. Claim for any such impact after opening the price bid will not be considered by BHEL for reimbursement of tax or reassessment of offer.

- XII. For transportation work, bidder shall declare in his quotation whether he is registered under GST, if yes, whether he intends to claim GST on forward charge basis. In absence of this declaration, BHEL will proceed further with the assumption that bidder intends not to claim GST on forward charge basis. However, in case of GST registered transporter, the amount to the extent of goods and service tax will be retained till BHEL avails the credit of GST. Further, transporter shall issue tax invoice which inter alia includes gross weight of the consignment, name of the consigner and the consignee, registration number of vehicle in which the goods are transported, details of goods transported, details of place of origin and destination, GSTIN of the person liable for paying tax whether as consigner, consignee or goods transport agency, and also containing other information as mentioned under rule 46.
- XIII. TDS under Income Tax shall be deducted at prevailing rates on gross invoice value from the running bills unless exemption certificate from the appropriate authority/ authorities is furnished.
- XIV. TDS under GST shall be deducted at prevailing rates on applicable value from the running bills.
- XV. Refer Annexure - 2 for BOCW Act & Cess Act.

**ANNEXURE-1**

**State wise GSTIN no.s of BHEL**

<b>Sl. No</b>	<b>Projects under state</b>	<b>GSTIN</b>
1	Andhra Pradesh	37AAACB4146P7Z8
2	Bihar	10AAACB4146P1ZU
3	Chhattisgarh	22AAACB4146P1ZP
4	Gujarat	24AAACB4146P1ZL
5	Jharkhand	20AAACB4146P5ZP
6	Madhya Pradesh	23AAACB4146P1ZN
7	Maharashtra	27AAACB4146P1ZF
8	Orissa	21AAACB4146P1ZR
9	Telangana	36AAACB4146P1ZG

**ANNEXURE-2**

**BOCW Act & Cess Act**

Bidder may please note that the sub-contractor/bidder of BHEL engaging building or construction worker in connection with building or other construction work, are required to follow the procedures enumerated below:

- I. It shall be the sole responsibility of the contractor as employer to ensure compliance of all the statutory obligations under the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 and the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder.
- II. It shall be sole responsibility of the contractor engaging Building Workers in connection with the building or other construction works in the capacity of employer to apply and obtain registration certificate specifying the scope of work under the relevant provisions of the Building and Other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 from the appropriate Authorities.
- III. It shall be responsibility of the contractor to furnish a copy of such Registration Certificate within a period of one month from the date of commencement of Work.
- IV. It is responsibility of the contractor to register under the Building and other Construction Workers' Welfare Cess Act, 1996 and deposit the required Cess for the purposes of the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 at such rate as the Central Government may, by notification in the Official Gazette, from time to time specify. However, before registering and deposit of Cess under the Building and other Construction Workers' Welfare Cess Act, 1996, the contractor will seek written prior approval from the Construction Manager.
- V. It shall be sole responsibility of the contractor as employer to get registered every Building Worker, who is between the age of 18 to 60 years of age and who has been engaged in any building or other construction work for not less than ninety days during the preceding twelve months as Beneficiary under the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996.
- VI. It shall be sole responsibility of the contractor as employer to maintain all the registers, records, notices and submit returns under the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 and the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder.
- VII. It shall be sole responsibility of the contractor as employer to provide notice of poisoning or occupation notifiable diseases, to report of accident and dangerous occurrences to the concerned authorities under the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 and the rules made thereunder and to make payment of all statutory payments & compensation under the Employees' Compensation Act, 1923.
- VIII. It shall be the responsibility of the sub-contractor as employer to make payment/deposit of applicable cess amount on the extent of work involving building or construction workers engaged by the sub-contractor within a period of one month from the receipt of payment. It shall also be responsibility of the Contractor to furnish BHEL on monthly basis, Receipts/ Challans towards Deposit of the Cess under the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder along with following statistics :

(i) Number of Building Workers employed during preceding one month.

(ii) Number of Building workers registered as Beneficiary during preceding one month.

(iii) Disbursement of Wages made to the Building Workers for preceding wage month.

(iv) Remittance of Contribution of Beneficiaries made during the preceding month

IX. BHEL shall reimburse the contractor the Cess amount deposited for the purposes of the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 under the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder. However, BHEL shall not reimburse the Fee paid towards the registration of establishment, fees paid towards registration of Beneficiaries and Contribution of Beneficiaries remitted.

X. It shall be responsibility of the Building Worker engaged by the Contractor and registered as a beneficiary under the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 to contribute to the Fund at such rate per mensem as may be specified by the State government by notification in the Official Gazette. Where such beneficiary authorizes the contractor or being his employer to deduct his contribution from his monthly wages and to remit the same, the contractor shall remit such contribution to the Building and other construction Workers' Welfare Board in such manner as may be directed by the Board, within the fifteen days from such deduction.

XI. Bidders may please note that though the quoted price is exclusive of BOCW (which will be reimbursed by BHEL as per sub-clause 9 above), however, if at any point of time during the contract period, non-compliance of the provisions of the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 and the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder is observed, BHEL reserves the right to deduct the applicable cess (1%) on the contract value and penalty (if any, imposed by Cess Authorities) from the payables on account of non-compliance.

XII. The contractor shall declare to undertake any liability or claim arising out of employment of building workers and shall indemnify BHEL from all consequences / liabilities / penalties in case of non-compliance of the provisions of the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 and the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder.

### **C. PAYMENT TERMS:**

**Payment shall be made within 30 days of submission of Taxable Invoice.**

**Note:** Service Provider shall raise bill on monthly basis and submit the same in succeeding month for payment. The number of photocopies or any such services shall be verified & signed by the individual officials / departments for whom the services are provided. Those signed documents /sheet shall be submitted by the agency along with monthly bill.

### **D. Conflict of Interest among Bidders/ Agents:**

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

a) they have controlling partner (s) in common; **or**

- b) they receive or have received any direct or indirect subsidy/ financial stake from any of them; **or**
- c) they have the same legal representative/agent for purposes of this bid; **or**
- d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder; **or**
- e) Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ Assemblies from one bidding manufacturer in more than one bid; **or**
- f) In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorize only one agent/dealer. There can be only one bid from the following:
- i) The principal manufacturer directly or through one Indian agent on his behalf; **and**
  - ii) 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.

### **E. Risk & Purchase Clause**

Offer of Bidders against which Risk & Cost has been imposed for similar items against orders placed by BHEL, PSWR, Nagpur and contract has been terminated (partially /fully withdrawal of scope) within last two (2) years from Latest due date of offer submission shall not be eligible to qualify for this tender enquiry.

Details of Risk Purchase clause is enclosed in Format. Bidder has to submit acceptance to BHEL Risk Purchase clause.

### **F. Other T&C:**

As per extant guidelines of GeM General terms and conditions & Additional Terms & Conditions

### **Special Terms & Conditions:**

- 1.** Number of machine to be installed is one (01).
- 2.** Installed machine shall be either new or not more than 03 years old from the date of original purchase. Bidder to produce copy of purchase invoice in support of purchase of Xerox machine.
- 3.** Penalty to be imposed on breakdown situation in case alternate machine is not provided within 04 hours of the breakdown and penalty for delay beyond 4 hours shall be 5% of the previous month bill plus any cost incurred by BHEL.

4. Further also, penalty to be imposed in case of either failure to provide services and negligence on part of agency shall be 05% of the previous monthly bill plus any cost incurred by BHEL on the following conditions:

5. The service provider delivers poor quality of copies / prints to the user even after receiving written notice by BHEL regarding poor copy / print quality.

6. If the copy/printing activity stops due to service provider's failure in supplying paper, toner, and other consumables required to run the machines.

7. Service provider provides copy/printing services to any individual / organization not authorized by BHEL.

8. The service provider fails to supply paper as per specification.

9. Operators are not available during the stipulated timings.

10. All the machine fails and not even a single machine is rectified within 4 hours of breakdown.

11. Breach of any clause of tender / agreement even after receiving prior written notice by BHEL.

12. Any other matter which is an act of negligence or breach of ethics by the service provider.

13. Paper quality is of 75 GSM

14. **EMD:** Applicable (Rs 16,000.00), Advisory Bank-State Bank of India

15. **PBG:** Applicable @5%, validity - 27 months, Advisory Bank-State Bank Of India

12. **Buyer Added Bid Specific ATC**

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

13. **Past Project Experience**

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

self-certification by the bidder that service/supplies against the invoices have been executed. b. Execution certificate by client with contract value. c. Any other document in support of contract execution like Third Party Inspection release note, etc.

## **Disclaimer/अस्वीकरण**

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. Any clause(s) incorporated by the Buyer regarding following shall be treated as null and void and would not be considered as part of bid:-

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

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

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

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

**---Thank You/धन्यवाद---**