

Bid Document

Bid Details	
Bid End Date/Time	02-08-2022 14:00:00
Bid Opening Date/Time	02-08-2022 14:30:00
Bid Offer Validity (From End Date)	80 (Days)
Ministry/State Name	Ministry Of Heavy Industries And Public Enterprises
Department Name	Department Of Heavy Industry
Organisation Name	Bharat Heavy Electricals Limited (bhel)
Office Name	10380038-heavy Plates & Vessels Plant
Total Quantity	35
Item Category	156210940000 SS HALF COUPLING NB40 Class3000 SA182 as per ASME B16.11 2011
BOQ Title	Supply of SS HALF COUPLINGS
Years of Past Experience Required for same/similar service	2 Year (s)
MSE Exemption for Years of Experience and Turnover	No
Startup Exemption for Years of Experience and Turnover	No
Document required from seller	Experience Criteria,Past Performance,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC),Compliance of Bidders with specification and supporting document *In case any bidder is seeking exemption from Experience , Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Past Performance	30 %
Bid to RA enabled	Yes
RA Qualification Rule	50% Lowest Priced Technically Qualified Bidders
Time allowed for Technical Clarifications during technical evaluation	2 Days
Payment Timelines	Payments shall be made to the Seller within 90 days of issuance of consignee receipt-cum-acceptance certificate (CRAC) and completion of submission of bills (This is in supersession of 10 days time period provided in clause 12 of GeM GTC)
Evaluation Method	Total value wise evaluation

EMD Detail

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Required	No
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ePBG Detail

Required	No
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Splitting

Bid splitting not applied.

MII Purchase Preference

MII Purchase Preference	Yes
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MSE Purchase Preference

MSE Purchase Preference	Yes
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1. Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OEM {themselves or th reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / St Organization / PSU / Public Listed Company for number of Financial years as indicated above in the bid document be bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some qu during each of the Financial year. In case of bunch bids, the category of primary product having highest value should this criterion.
2. Preference to Make In India products (For bids < 200 Crore):Preference shall be given to Class 1 local supplier as 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 c a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bid upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the k is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory ac cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I a Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order d: 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participat case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get prec over this clause.
3. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry o Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wa avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply c Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this reg: 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) ha quoted price within L-1+ 15% (Selected by Buyer)of margin of purchase preference /price band defined in relevant p 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 relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid partici Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determ the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA proc
5. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or simil Category Products for 30% of bid quantity, in at least one of the last three Financial years before the bid opening dai

Central / State Govt Organization / PSU / Public Listed Company. Copies of relevant contracts (proving supply of cum order quantity in any one financial year) to be submitted along with bid in support of quantity supplied in the relevant Financial year. In case of bunch bids, the category related to primary product having highest bid value should meet the criterion.

6. Reverse Auction would be conducted amongst first 50% of the technically qualified bidders arranged in the order from lowest to highest. Number of sellers eligible for participating in RA would be rounded off to next higher integer number of technically qualified bidders is odd (e.g. if 7 bids are technically qualified, then RA will be conducted amongst 4). In case number of technically qualified bidders are 2 or 3, RA will be between all without any elimination. If Bidder has chosen to split the bid amongst N sellers, then minimum N sellers would be taken to RA round. In case Primary product 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 reseller) if available. Further, if bid(s) of any seller(s) eligible for MSE preference is / are coming within price band 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 L-1, then such MSE / Make in India seller shall also be allowed to participate in the RA process.

156210940000 SS HALF COUPLING NB40 Class3000 SA182F316L As Per ASME B16.11 2015

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

Brand Type	Unbranded
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Technical Specifications

Specification Document	View File
BOQ Detail Document	View File

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

Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Indana Maria Joji Prasad	530012,Bharat Heavy Electricals Limited Heavy Plates and Vessels Plant (A Government of India Enterprise) Visakhapatnam - 530012 (AP), India.	35	84

Buyer Added Bid Specific Terms and Conditions

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 ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contract. Bidders are bound to accept the orders accordingly.

2. **Generic**

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

3. **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.

4. **Generic**

Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to a maximum of quoted GST %.

5. **Generic**

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

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

6. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

INSTRUCTIONS TO BIDDERS and SPECIAL TERMS & CONDITIONS (SA182F316L COUPLIN H232200028)

- 1) Bidder shall submit Categorical Confirmation of this ITB as a token of acceptance of the PQC, Terms & conditions and Technical Specifications clauses mentioned. Vendor shall comply to all the clauses mentioned in GeM Bid Document. The offers of those Vendors who do not comply with all the clauses mentioned in total are likely to be rejected. Documents submitted with the offer shall be signed and stamped page by authorised representative of the vendor.
- 2) Bidder shall follow GeM general term and conditions and submit the (<https://gem.gov.in/page/detail/34>).
- 3) All the terms and conditions mentioned in Special Terms & Conditions and Technical Specifications supersede any other similar terms quoted elsewhere.
- 4) **QUOTED PRICE:** - Bidder shall quote the Price inclusive of Testing, Freight, Packing & Forwarding, Insurance, GeM transaction charges, any other taxes and GST etc. No extra payment will be made above quoted price.
- 5) Contact Details: - For any Technical queries: Mr. S Kumar Manikyam (0891-2881192) and commercial / GeM queries: Mr. N Satish Kumar (0891-2881319).
- 6) **SPECIAL TERMS AND CONDITIONS**
 - A) **TDC: - Vendor should supply the Materials as per TDC: ASME B16.11 2011 mer**

in UNPRICED BID.

- B) INSPECTION: - By BHEL upon the receipt of materials at HPVP-STORES, Visakhapatna After completion of manufacturing at vendor works, suppliers need to send the scan copies of MTCs, Inspection reports and other Test Reports applicable material specification to BHEL-HPVP for obtaining material dispatch clearance.**

BHEL representative from HPVP Unit or Corporate Quality shall be entitled to carry out inspection of material and workmanship at supplier's premises or at his sub-contractor's premises at reasonable times during execution of the contract and before dispatch clearance inspection, examination and testing, if made, shall not absolve the vendor from his obligations under the contract.

MAKE / MANUFACTURER: OFFERS from APPROVED MANUFACTURERS as per ANN D are ONLY ACCEPTABLE.

OFFERS from TRADERS / STOCKISTS are NOT ACCEPTABLE.

- C) GUARANTEE CERTIFICATE:** Vendor should guarantee the material against all design and manufacturing defects and for performance for a period of 18 months from the date of dispatch or 12 months from the date of commissioning whichever is earlier. If any defect is noticed during the above period, the same shall be rectified / replaced free of cost on FC basis within a reasonable time.

- D) PRE-QUALIFICATION CRITERIA: Pre-Qualification Criteria (PQC) / Eligibility criteria for vendor to participate against this Bid mentioned below are essential. Supporting documents need to be attached along with Technical bid, without proper supporting documents in line with the requirement shall not be considered for scrutiny.**

Ø **Experience & Past performance in executing similar type of material in last 3 years (PO copies & Inspection release note preferably from PSU reckoned as supporting documents).**

Ø **Financial Standing thru latest I.T.C.C. and Annual Report (Balance sheet, Profit & Loss account) of last 3 fiscal years.**

Ø **PAN, TIN, GST Details.**

The above stated Pre-Qualification Criteria is not applicable to those vendors who were already registered under PMD of BHEL-HPVP.

- E)** Other clauses like Tender Evaluation, LD, Firm Price etc., shall be as per GeM General terms and conditions.
- F)** BHEL reserves the right to cancel the Enquiry / Tender at any stage without assigning reasons thereof. Also BHEL reserves the right to reject or accept one or any offer without assigning any reason.

- G) FRAUD PREVENTION POLICY:** The Bidder along with its associate/ collaborating contractors/ sub-vendors/ consultants/ service providers shall strictly adhere to BHEL's Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately inform the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.

- H) LINKING UP OF OLD ISSUES:** In case if you have any outstanding problem with previous supplies, you should not link up against this enquiry or PO at later stages.

- I)** Bidder's quoted rates/ price for supply part of the contract shall remain firm throughout the contract including extension, if any, for any reason whatsoever and no escalation is admitted in this contract.

- J) GUIDELINES FOR SUSPENSION OF BUSINESS DEALING WITH SUPPLIERS:**

The offers of the bidders who are under suspension as also the offers of the bidders, who are providing the services of the banned firms, shall be rejected. The list of banned firms is available on the web site www.bhel.com.

1.0) Integrity commitment, performance of the contract and punitive action thereof:

1.1) Commitment by BHEL: BHEL commits to take all measures necessary to prevent corruption in connection with the tender process and execution of the contract. BHEL will during the tender process treat all Bidder(s) in a transparent and fair manner, and with equity.

1.2) Commitment by Bidder/ Supplier/ Contractor:

Ø The bidder/ supplier/ contractor commit to take all measures to prevent corruption and will not directly or indirectly influence any decision or benefit which he is not legally entitled to nor will act or omit in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India.

Ø The bidder/ supplier/ contractor will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and shall adhere to the guidelines issued from time to time by Govt. of India/ BHEL.

Ø The bidder/ supplier/ contractor will perform/ execute the contract as per the contract terms & conditions and will not default without any reasonable cause, which causes damage to business/ money/ reputation, to BHEL.

If any bidder/ supplier/ contractor during pre-tendering/ tendering/ post tendering/ execution/ post-execution stage indulges in mal-practices, cheating, bribery, fraud or any other misconduct or formation of cartel so as to influence the bidding process or influence the award, then, action may be taken against such bidder/ supplier/ contractor as per extant guidelines of the company available on bhel.com and/or under applicable legal provisions.

K) NEW PROVISION (SECTION 194Q) REGARDING DEDUCTION OF TAX AT SOURCE (TDS) ON PURCHASE OF GOODS FROM RESIDENT:

Ø New Section 194Q is inserted for deduction of TDS by a person (whose turnover exceeds Rs. 10 crores) who is paying any sum to any resident for purchase of any goods of value exceeding Rs. 50 lakhs in any previous year. This provision shall not be applicable where tax is deductible under any other provision of I.T Act or where tax is collectible under provisions of section 206C other than a transaction to which sub-section (1H) of section 206C applies. The tax shall be deducted at the rate of 0.1%, which shall be increased to 0.2% if the seller does not provide his PAN. (w.e.f. 1st day of July 2021)

L) NON-FILER OF INCOME TAX RETURN SHALL BE SUBJECT TO TDS/TCS AT HIGHER RATES (SECTION 206AB AND SECTION 206CCA):

Ø The Finance Act 2021 inserts these sections to provide for deduction and collection of TDS and TCS at the higher rates in case of non-filers of the income tax return for preceding years (provided total TDS deducted / TCS collected exceeds Rs. 50,000 in each of the preceding years). The rate of TDS/TCS shall be at the double of the specified rate whichever is higher. These provisions shall not be applicable where the tax is required to be deducted under sections 192, 192A, 194B, 194BB, 194LBC or 194N of the Act. (w.e.f. 1st day of July 2021)

M) FORCE MAJEURE:

The supplier shall not be considered in default if delay occurs due to causes beyond their control such as Acts of God, Natural Calamities, Fire, Frost, Flood, Civil War, Civil Commotion, Government Restrictions, strikes / lock outs. Only those causes that have duration of more than seven days shall be considered cause of force majeure. Notification to this effect duly certified by local chamber of commerce / statutory authorities with supporting documents shall be required from the supplier to BHEL by registered letter/courier service immediately without loss of time. In the event of delay due to such causes the delivery schedule shall be extended for a length of time equal to the period of Force Majeure or at the option of BHEL the order may be cancelled. Cancellation would be without any liability whatsoever on the part of BHEL. In the event of cancellation the supplier shall refund any amount advanced or paid to the supplier by BHEL and deliver back any material issued to him by BHEL and release facilities, if any, provided by BHEL.

N) ARBITRATION & CONCILIATION:

Except as provided elsewhere in this Contract, in case amicable settlement is not between the Parties, in respect of any dispute or difference; arising out of the formation, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or, in any matter touching upon the Contract, then, either Party may, by a notice in writing to the other Party, refer such dispute or difference to the sole arbitration of an arbitrator appointed by Head of the Unit/Region/Division issuing the Contract.

The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the Parties. Subject as aforesaid, the provisions of Arbitration and Conciliation Act, 1995 (India) or statutory modifications or re-enactments thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this clause. The seat of arbitration shall be (the place from which the contract is issued) The cost of arbitration shall be borne as per the award of the Arbitrator, Subject to the arbitration in terms of clause above, the Courts at (Please incorporate the name of the place where the Principal Civil Court exercising ordinary original civil jurisdiction to decide questions forming subject matter of the arbitration is located) shall have exclusive jurisdiction over any matter arising out of or in connection with this Contract.

Notwithstanding the existence of any dispute or differences and/or reference for the arbitration, the Contractor shall proceed with and continue without hindrance the performance of its obligations under this Contract with due diligence and expedition in a professional manner until where the Contract has been terminated by either Party in terms of this Contract.

O) JURISDICTION:

Notwithstanding any other court or courts having jurisdiction to decide the question(s) of law on the subject matter of the reference if the same had been the subject matter of a suit, any actions and proceedings arising out of or relative to the contract (including any arbitration proceedings thereon) shall lie only in the Court of Competent Civil/territorial jurisdiction in this Contract at Visakhapatnam and only the said Courts(s) shall have jurisdiction to entertain and try a suit or action(s) and/or proceeding(s) to the exclusion of all other Courts.

P) RISK PURCHASE:

The delivery period stated shall be reasonable/realistic and shall strictly be adhered to. If material is not supplied within the agreed delivery period, in order to avoid loss or damage, BHEL reserves the right to cancel the order and purchase the material (either wholly or undelivered portion) from alternate source(s) at the Risk and Cost (with extra 5 % overhead) of the Supplier. In such an event, it shall be obligatory on the part of Supplier to make good any loss suffered by BHEL. In such cases, BHEL shall withhold bills, bank guarantees, etc., of the Supplier until bills are pending either at HPVP BHEL or any other Unit of BHEL.

Q) REJECTION & REPLACEMENT:

If any material is rejected, supplier to make free of cost (on freight paid basis) replacement within a specified period. Rejected materials can be lifted by the supplier thereafter. (OR) BHEL can take alternate procurement action from elsewhere and recover the difference in cost incurred by BHEL in this regard from the supplier. The supplier shall not be entitled to any reimbursement. (OR) BHEL can terminate the contract either in part or wholly in which BHEL has its discretion and recover loss if any from the supplier.

R) GUARANTEE CERTIFICATE:

Vendor should guarantee that all materials shall be free from any defect due to facility, material and workmanship. Supplier shall guarantee the performance of material/equipment/system, for a period of 18 months from the date of last dispatch or 12 months from the commissioning, whichever is earlier. If any defect is noticed during the above period, it shall be rectified / replaced free of cost on FOR BHEL-HPVP, Visakhapatnam / Destination within a reasonable time.

S) PAYMENT TERM:

100% payment shall be made within the stipulated days as mentioned below from the receipt and acceptance of materials at BHEL.

TYPE OF BIDDER	Payment Terms (Number of Days)
Micro & Small Enterprises (MSEs)	45 Days
Medium Enterprises	60 Days
Non MSMEs	90 Days

However, GST Portion of Invoice shall be released only upon:

- 1) Vendor declaring the Invoice in their GSTR-1.
- 2) Receipt of Goods and Tax Invoice by BHEL.
- 3) Confirmation of Payment of GST thereon by vendor on GSTN Portal.

ANNEXURE-D**LIST OF APPROVED MANUFACTURERS**

Sl. No.	Vendor Name
1	VAISHNAV FITTING INDIA PVT. LTD.
2	SHAKTI FORGE INDUSTRIES PVT. LTD.
3	CSA FITTINGS
4	EBY FASTENERS
5	HILTON METAL FORGING LTD.
6	LEADER VALVES LTD.
7	M.S.FITTINGS MFG. CO. PVT. LTD.

TOTAL PACKAGE EVALUATION (Splitting of Order is not applicable).

SL. NO.	Ref. No.	MATL. CODE	MATL. DESCRIPTION	QTY.	UNIT	INSP.
1	100008 504 / 1 (2441/C L-010)	156210940000	SS HALF COUPLING (1½") NB40X3000# - SA182F316L as per TDC: ASME B16.11 2011_00	35	NO.	By BHEL upon the receipt of materials at HPVP-STO Visakhapatnam

7. **Generic**

Experience Criteria: The Bidder or its OEM {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU / Public Listed Company for 2 years before the bid opening date. Copies of relevant contracts to be submitted along with bid support of having supplied some quantity during each of the year. In case of bunch bids, the primary product highest value should meet this criterion.

8. **Past Project Experience**

For fulfilling the experience criteria any one of the following documents may be considered as valid proof for the experience criteria:

- a. Purchase Order copy along with Invoice(s) with self-certification by the bidder that supplies against the invoice have been executed.
- b. Execution certificate by client with order value.
- c. Any other document in support of order execution like Third Party Inspection release note, etc.

9. **Financial Criteria**

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

10. **Scope of Supply**

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

11. **Generic**

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

12. **Generic**

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

13. **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.

14. **Generic**

While generating invoice in GeM portal, the seller must upload scanned copy of GST invoice and the screenshot of GST portal confirming payment of GST.

Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority

Buyer Organization. Buyer organization is solely responsible for the impact of these clauses on the bidding process, outcome, and consequences thereof including any eccentricity/restriction arising in the bidding process due to these and due to modification of technical specifications and/or terms and conditions governing the bid. Any clause incorporated by the Buyer such as demanding Tender Sample, incorporating any clause against the MSME policy and Preference in India Policy, mandating any Brand names or Foreign Certification, changing the default time period for Acceptance material or payment timeline governed by OM of Department of Expenditure shall be null and void and would not be considered part of bid. Further any reference of conditions published on any external site or reference to external documents/clauses shall also be null and void. If any seller has any objection/grievance against these additional clauses 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. Also, GeM does not permit collection of Tender fee / Auction fee in case of Bids / Forward Auction. The case may be. Any stipulation by the Buyer seeking payment of Tender Fee / Auction fee through ATC clauses would be treated as null and void.

[This Bid is also governed by the General Terms and Conditions](#)

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 complete and accurate 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.

---Thank You---