

### Bid Document

<b>Bid Details</b>	
<b>Bid End Date/Time</b>	20-09-2021 14:00:00
<b>Bid Opening Date/Time</b>	20-09-2021 14:30:00
<b>Bid Life Cycle (From Publish Date)</b>	90 (Days)
<b>Bid Offer Validity (From End Date)</b>	65 (Days)
<b>Ministry/State Name</b>	Ministry Of Heavy Industries And Public Enterprises
<b>Department Name</b>	Department Of Heavy Industry
<b>Organisation Name</b>	Bharat Heavy Electricals Limited (bhel)
<b>Office Name</b>	Boiler Auxiliaries Plant Ranipet
<b>Total Quantity</b>	5
<b>Item Category</b>	Supply of complete mist eliminator and accessories (2 Stage Chevron type) Absorber Area 9.9 m (L) x , Supervision of E&C of Mist Eliminator (1 set= one visit of 20 working days including all charges) , Performance testing of Mist Eliminator at site , Spare: Wash Nozzle (10% of each type and size considering one absorber) , Spare: Modules (10% of each type and size considering one absorber)
<b>Minimum Average Annual Turnover of the Bidder</b>	60 Lakh (s)
<b>Years of Past Experience required</b>	1 Year (s)
<b>MSE Exemption for Turnover</b>	Yes
<b>Startup Exemption for Turnover</b>	Yes
<b>Document required from seller</b>	Experience Criteria,Bidder Turnover,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 BoQ specification and supporting document *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
<b>Bid to RA enabled</b>	Yes
<b>RA Qualification Rule</b>	50% Lowest Priced Technically Qualified Bidders
<b>Primary product category</b>	Supply of complete mist eliminator and accessories (2 Stage Chevron type) Absorber Area 9.9 m (L) x
<b>Time allowed for Technical Clarifications during technical evaluation</b>	2 Days
<b>Evaluation Method</b>	Total value wise evaluation

#### EMD Detail

Required	No
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### ePBG Detail

Advisory Bank	State Bank of India
ePBG Percentage(%)	10.00
Duration of ePBG required (Months).	27

(a). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

### Beneficiary:

Executive Finance  
Purchase-MM, Admin Building, Boiler Auxiliaries Plant, BAP-BHEL, Ranipet 632 406  
(Accounts Officer)

### 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. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria". If the bidder is OEM of the offered products, it would also be exempted from the "OEM Average Turnover" criteria. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
2. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria". If the bidder is OEM of the offered products, it would also be exempted from the "OEM Average Turnover" criteria. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
3. 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.
4. Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OEM {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU / Public Listed Company for number of Financial years as indicated above in the bid document before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the Financial year. In case of bunch bids, the category of primary product having highest value should meet this criterion.
5. 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 .In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.

6. 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.

7. 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.

## **Supply Of Complete Mist Eliminator And Accessories (2 Stage Chevron Type) Absorber Area 9.9 M (L) X ( 1 set )**

**(Minimum 50% Local content required for MII compliance)**

Brand Type	Unbranded
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### **Technical Specifications**

Buyer Specification Document	<a href="#">Download</a>
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### **Additional Specification Documents**

DrawingDocument1	<a href="#">View</a>
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### **Consignees/Reporting Officer and Quantity**

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Site Inchargs, Stores-BHEL	,TSGENCO KTPS Kothagudem	1	180

**Supervision Of E&C Of Mist Eliminator (1 Set= One Visit Of 20 Working Days Including All Charges) ( 1 set )**

**(Minimum 50% Local content required for MII compliance)**

Brand Type	Unbranded
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**Technical Specifications**

Buyer Specification Document	<a href="#">Download</a>
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**Consignees/Reporting Officer and Quantity**

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Site Inchargs, Stores-BHEL	,TSGENCO KTPS Kothagudem	1	180

**Performance Testing Of Mist Eliminator At Site ( 1 set )**

**(Minimum 50% Local content required for MII compliance)**

Brand Type	Unbranded
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**Technical Specifications**

Buyer Specification Document	<a href="#">Download</a>
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**Consignees/Reporting Officer and Quantity**

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Site Inchargs, Stores-BHEL	,TSGENCO KTPS Kothagudem	1	180

**Spare: Wash Nozzle (10% Of Each Type And Size Considering One Absorber) ( 1 set )**

**(Minimum 50% Local content required for MII compliance)**

Brand Type	Unbranded
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**Technical Specifications**

Buyer Specification Document	<a href="#">Download</a>
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**Consignees/Reporting Officer and Quantity**

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Ippili Niranjan	632406,INDIRA GANDHI INDUSTRIAL COMPLEX BOILER AUXILIARIES PLANT RANIPET	1	180

**Spare: Modules (10% Of Each Type And Size Considering One Absorber) ( 1 set )****(Minimum 50% Local content required for MII compliance)**

Brand Type	Unbranded
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**Technical Specifications**

Buyer Specification Document	<a href="#">Download</a>
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**Consignees/Reporting Officer and Quantity**

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Ippili Niranjan	632406,INDIRA GANDHI INDUSTRIAL COMPLEX BOILER AUXILIARIES PLANT RANIPET	1	180

**Buyer added Bid Specific Additional Scope of Work**

S.No.	Document Title	Description	Applicable i.r.o. Items
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S.No.	Document Title	Description	Applicable i.r.o. Items
1	NIT KTPS Mist Eliminator <a href="#">View</a>	NIT KTPS Mist Eliminator	Supply Of Complete Mist Eliminator And Accessories (2 Stage Chevron Type) Absorber Area 9.9 M (L) X(1),Supervision Of E&C Of Mist Eliminator (1 Set= One Visit Of 20 Working Days Including All Charges) (1),Performance Testing Of Mist Eliminator At Site(1),Spare: Wash Nozzle (10% Of Each Type And Size Considering One Absorber) (1),Spare: Modules (10% Of Each Type And Size Considering One Absorber)(1)
2	Mist Elim Tech Spec <a href="#">View</a>	Mist Elim Tech Spec	Supply Of Complete Mist Eliminator And Accessories (2 Stage Chevron Type) Absorber Area 9.9 M (L) X(1),Supervision Of E&C Of Mist Eliminator (1 Set= One Visit Of 20 Working Days Including All Charges) (1),Performance Testing Of Mist Eliminator At Site(1),Spare: Wash Nozzle (10% Of Each Type And Size Considering One Absorber) (1),Spare: Modules (10% Of Each Type And Size Considering One Absorber)(1)
3	ME Data sheet <a href="#">View</a>	ME Data sheet	Supply Of Complete Mist Eliminator And Accessories (2 Stage Chevron Type) Absorber Area 9.9 M (L) X(1),Supervision Of E&C Of Mist Eliminator (1 Set= One Visit Of 20 Working Days Including All Charges) (1),Performance Testing Of Mist Eliminator At Site(1),Spare: Wash Nozzle (10% Of Each Type And Size Considering One Absorber) (1),Spare: Modules (10% Of Each Type And Size Considering One Absorber)(1)
4	Quality plan <a href="#">View</a>	Quality plan	Supply Of Complete Mist Eliminator And Accessories (2 Stage Chevron Type) Absorber Area 9.9 M (L) X(1),Supervision Of E&C Of Mist Eliminator (1 Set= One Visit Of 20 Working Days Including All Charges) (1),Performance Testing Of Mist Eliminator At Site(1),Spare: Wash Nozzle (10% Of Each Type And Size Considering One Absorber) (1),Spare: Modules (10% Of Each Type And Size Considering One Absorber)(1)

S.No.	Document Title	Description	Applicable i.r.o. Items
5	make in india LC+GFR Format <a href="#">View</a>	make in india LC+GFR Format	Supply Of Complete Mist Eliminator And Accessories (2 Stage Chevron Type) Absorber Area 9.9 M (L) X(1),Supervision Of E&C Of Mist Eliminator (1 Set= One Visit Of 20 Working Days Including All Charges) (1),Performance Testing Of Mist Eliminator At Site(1),Spare: Wash Nozzle (10% Of Each Type And Size Considering One Absorber) (1),Spare: Modules (10% Of Each Type And Size Considering One Absorber)(1)
6	CEBG format <a href="#">View</a>	CEBG format	Supply Of Complete Mist Eliminator And Accessories (2 Stage Chevron Type) Absorber Area 9.9 M (L) X(1),Supervision Of E&C Of Mist Eliminator (1 Set= One Visit Of 20 Working Days Including All Charges) (1),Performance Testing Of Mist Eliminator At Site(1),Spare: Wash Nozzle (10% Of Each Type And Size Considering One Absorber) (1),Spare: Modules (10% Of Each Type And Size Considering One Absorber)(1)
7	INTEGpact <a href="#">View</a>	INTEGpact	Supply Of Complete Mist Eliminator And Accessories (2 Stage Chevron Type) Absorber Area 9.9 M (L) X(1),Supervision Of E&C Of Mist Eliminator (1 Set= One Visit Of 20 Working Days Including All Charges) (1),Performance Testing Of Mist Eliminator At Site(1),Spare: Wash Nozzle (10% Of Each Type And Size Considering One Absorber) (1),Spare: Modules (10% Of Each Type And Size Considering One Absorber)(1)

**The uploaded document only contains Buyer specific Additional Scope of Work and / or Drawings for the bid items added with due approval of Buyer's competent authority. Buyer has certified that these additional scope and drawings are generalized and would not lead to any restrictive bidding.**

## **Buyer Added Bid Specific Additional Terms and Conditions**

1. After award of contract - Successful Bidder shall have to get Detailed Design Drawings approved from buyer before starting fabrication. Successful Bidder shall submit Detailed Design Drawings for Buyer's approval, within 7 days of award of contract. Buyer shall, either approve the drawings or will provide complete list of modification required in the drawings within 15 days. Seller shall be required to ensure supply as per approved Drawings with modifications as communicated by Buyer. If there is delay from buyer side in approval of drawing- the delivery period shall be refixed without LD for the period of delay in approval of Drawing.
2. Actual delivery (and Installation & Commissioning (if covered in scope of supply)) is to be done at following address TSGENCO KTPS kothagudem Khamman Telangana.

3. 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 %.
4. Data Sheet of the product(s) offered in the bid, are to be uploaded along with the bid documents. Buyers can match and verify the Data Sheet with the product specifications offered. In case of any unexplained mismatch of technical parameters, the bid is liable for rejection.
5. 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 1 year before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the year. In case of bunch bids, the primary product having highest value should meet this criterion.
6. **OPTIONAL SITE VISIT:**
  1. The Bidder is advised to visit and examine the installation site and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the Bid. The costs of visiting the site shall be borne by the Bidder. Yes, As per NIT and technical spec for item sl 2 and 3
  2. The Bidder representative shall be allowed entry upon consignee premises for such visits, only upon the express conditions that the Bidder will release and indemnify the Buyer and Consignee against all liabilities arising out of such visit including death or injury, loss or damage to property, and any other loss, damage, costs, and expenses incurred as a result of such visit.
  3. The Bidder shall not be entitled to hold any claim against Buyer for noncompliance due to lack of any kind of pre-requisite information as it is the sole responsibility of the Bidder to obtain all the necessary information with regard to site, surrounding, working conditions, weather etc. on its own before submission of the bid.
7. Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.
8.
  1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
  2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
  3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.
9. The successful bidder has to supply all essential accessories required for the successful installation and commissioning of the goods supplied. Besides standard accessories as per normal industry practice, following accessories must be part of supply and cost should be included in bid price: Yes.
10. The Buyer has an existing set up / inventory of similar products. The offered / supplied product must be compatible with existing system. The bidder has to ensure Compatibility of the supplied items or shall have to include in the supply the necessary hardware / software to make them compatible at no extra cost to the buyer. The details of items with which compatibility is required are as under: As per Tech spec
11. 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.
12. **Nominated Inspection Agency:** On behalf of the Buyer organization, any one of the following Inspection Agency would be conducting inspection of stores before acceptance:  
Pre-dispatch Inspection at Seller Premises (applicable only if pre-dispatch inspection clause has been selected in ATC): By AIA-TPI thru CQIR portal of BHEL  
Post Receipt Inspection at consignee site before acceptance of stores: By BHEL/Customer
13. **NET WORTH:** Net Worth of the OEM should be positive as per the last audited financial statement.
14. Scope of supply (Bid price to include all cost components) : Supply Installation Testing and

## Commissioning of Goods

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

16. Purchase Preference linked with Local Content (PP-LC) Policy:

The bid clause regarding "Preference to Make In India products" stands modified in this bid and shall be governed by the PPLC Policy No. FP-20013/2/2017-FP-PNG dated 17.11.2020 issued by MoP&NG as amended up to date. Accordingly, bidders with Local Content less than or equal to 20% will be treated as "Non Local Supplier". The prescribed LC shall be applicable on the date of Bid opening. Sanctions on the bidders for false / wrong declaration or not fulfilling the Local Content requirement shall be as per the PPLC policy. Further following additional provisions are added in the certification and verification of local content provision of the Preference to Make in India clause:

- i. In case of foreign bidder, certificate from the statutory auditor or cost auditor of their own office or subsidiary in India giving the percentage of local content is also acceptable. In case office or subsidiary in India does not exist or Indian office/subsidiary is not required to appoint statutory auditor or cost auditor, certificate from practicing cost accountant or practicing chartered accountant giving the percentage of local content is also acceptable.
  - ii. Along with Each Invoice: The local content certificate (issued by statutory auditor on behalf of procuring company) shall be submitted along with each invoice raised. However, the % of local content may vary with each invoice while maintaining the overall % of local content for the total work/purchase of the pro-rata local content requirement. In case, it is not satisfied cumulatively in the invoices raised up to that stage, the supplier shall indicate how the local content requirement would be met in the subsequent stages.
  - iii. The bidder shall submit an undertaking from the authorized signatory of bidder having the Power of Attorney along with the bid stating the bidder meets the mandatory minimum LC requirement and such undertaking shall become a part of the contract.
17. Material Test Certificate Should Be Sent Along with The Supply. The Material Will Be Checked by Buyer's Lab & the Results of the Lab will be the Sole Criteria for Acceptance of the Item.
18. Buyer Added text based ATC clauses

Buyer Addittional terms:

1. Quote shall be in INR only inclusive of Taxes (GST).
  2. MSE firm shall upload the UDYAM portal registration certificate
  3. Documentary evidences shall be uploaded for PQR
  4. Bidder shall submit the filled-in signed stamped copy of (a) Technical specification, (b) NIT, (c) Quality plan (all pages for both the Quality plan of EoH and Beam), (d) Make in India declaration on bidders letter-head, as per the format attached, (e) Integrity pact
  5. CEBG to be submitted for 2% of PO material value, in addition to the 10% of PBG valid for 24 months + 3 months (for claim period).
- .
19. Over and above the normal Warranty terms as per GeM GTC, the successful bidder / OEM shall have to provide Comprehensive Warranty during the entire Standard warranty period as per contract. : The comprehensive warranty shall be covering the following scope As per technical specification (Upload an undertaking with the bid confirming compliance by the bidder if Bidder is taking onus of this compliance. In case OEM is taking onus of this compliance, OEM undertaking is to be uploaded along with Bidder undertaking)

## Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization. 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 specification 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 to make in India Policy, mandating any Brand names or Foreign Certification, changing the default time period for Acceptance of 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 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](#)

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.

**---Thank You---**