

Bid Document

Bid Details	
Bid End Date/Time	16-01-2023 21:00:00
Bid Opening Date/Time	16-01-2023 21:30:00
Bid Offer Validity (From End Date)	90 (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	Boiler Auxiliaries Plant Ranipet
Total Quantity	1999
Item Category	REJ 350 , REJ 300 , REJ 200 , REJ 150 , REJ 125 , REJ 100 , REJ 80
BOQ Title	REJ BAP
MSE Exemption for Turnover	Yes
Startup Exemption for Turnover	Yes
Document required from seller	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
Bid to RA enabled	Yes
RA Qualification Rule	H1-Highest Priced Bid Elimination
Type of Bid	Two Packet Bid
Primary product category	REJ 80
Time allowed for Technical Clarifications during technical evaluation	2 Days
Payment Timelines	Payments shall be made to the Seller within 90 days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC)
Evaluation Method	Item wise evaluation

EMD Detail

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. 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" subject to meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. 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" subject to their meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. 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. 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.
4. 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.
5. 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.

6. 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

Evaluation Method (Item Wise Evaluation Method)

Contract will be awarded schedulewise and the determination of L1 will be done separately for each schedule. The details of item-consignee combination covered under each schedule are as under:

Evaluation Schedules	Item/Category	Quantity
Schedule 1	Rej 350	168
Schedule 2	Rej 300	816
Schedule 3	Rej 200	216
Schedule 4	Rej 150	196
Schedule 5	Rej 125	508
Schedule 6	Rej 100	75
Schedule 7	Rej 80	20

REJ 350

(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	Neelkant Ghode	632406,INDIRA GANDHI COMPLEX	168	180

REJ 300

(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	Neelkant Ghode	632406,INDIRA GANDHI COMPLEX	816	180

REJ 200

(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	Neelkant Ghode	632406,INDIRA GANDHI COMPLEX	216	180

REJ 150

(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	Neelkant Ghode	632406,INDIRA GANDHI COMPLEX	196	180

REJ 125

(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	Neelkant Ghode	632406,INDIRA GANDHI COMPLEX	508	180

REJ 100

(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	Neelkant Ghode	632406,INDIRA GANDHI COMPLEX	75	180

REJ 80

(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	Neelkant Ghode	632406,INDIRA GANDHI COMPLEX	20	180

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 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

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 15 days of award of contract. Buyer shall, either approve the drawings or will provide complete list of modification required in the drawings within 21 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.

3. Generic

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

4. Generic

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. **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.

6. **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 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.

7. **Inspection**

Nominated Inspection Agency: On behalf of the Buyer organization, any one of the following Inspection Agency would be conducting inspection of stores before acceptance:

Pre-dispatch Inspection at Seller Premises (applicable only if pre-dispatch inspection clause has been selected in ATC): AIA TPI through CQIR portal of BHEL

Post Receipt Inspection at consignee site before acceptance of stores: BHEL

8. **Scope of Supply**

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

9. **Purchase Preference (Centre)**

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 20% of total value.

10. **Purchase Preference (Centre)**

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.

11. Purchase Preference (Centre)

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.

12. Certificates

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

13. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

NIT

Date: 02-01-2023

BHEL Ranipet Enq for: Rubber Expansion Joint

Sub: Requirement for “Design, Manufacture, Pre-dispatch inspection, Packing, Forwarding, dispatch, transportation, and Supply of Rubber expansion joint” for BHEL Site by BHEL-Ranipet.

Scope of supply: As subjected above in confirmation with Quality plan and tech Spec. The package consists of:

Sch	Material code	DESCRIPTION	Qty set	Quoted/ Not quoted
		AS PER "FWQS 024 REV:02		
1	96F230350000	350 NB Rubber Expansion Joint	168	
2	96F230300000	300 NB Rubber Expansion Joint	816	
3	96F230200000	200 NB Rubber Expansion Joint	216	
4	96F230150000	150 NB Rubber Expansion Joint	196	
5	96F230125000	125 NB Rubber Expansion Joint	508	
6	96F230100000	100 NB Rubber Expansion Joint	75	
7	96F230080000	80 NB Rubber Expansion Joint	20	

Destination: Stores-Incharge, Ward N1, Sub-delivery stores, East Gate, BAP BHEL Ranipet 632406 TN

Delivery required date: *As per above table* or within 6 months from the date of manufacturing clearance, whichever is later. Bidder to quote the best possible delivery from the date of manufacturing clearance. Abnormal quoted delivery, liable for rejection of offer.

Note: Bidder may choose for staggered delivery, In such case Lot wise as per marking scheme may be taken into consideration. Lots approval shall be provided upon submission of packing slip.

Pre-Qualification requirement (PQR): As per attached requirement

Technical requirement

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- (a). Manufacturing: Document Submission**-Drawing, Data sheet and quality plan shall be submitted upon ordering for approval by BHEL. **Manufacturing clearance** will be provided upon approval of drawing with data sheet and QAP. Manufacturing shall be as per attached technical specification in the bid, Approved drawing, Quality plan and Data sheet. **Inspection:** as per CI (b) below stated. **Dispatch Clearance:** Upon submission of inspection reports along with test certificates in original and Packing list dispatch clearance will be provided by BHEL.

(b). Inspection: Inspection (call to be raise by supplier at BHEL CQIR portal) before despatch at supplier's works (as per Quality terms and Quality plan) by BHEL/authorised agency (TPI-Third Party Inspection), for indigenous supplies at BHEL cost. **Inspection includes for painting and packing** also, as applicable. All the Test and inspection reports shall be sent to BHEL-Ranipet for review and dispatch clearance. Packing list and weighment details shall be sent for release of GMS by Engineering-BAP. Base on release of GMS, CoC No shall be issued by QC-BHEL. On receipt of CoC, and packing list, request letter from commercial-BAP to be submitted to QC-BHEL for issue of MDCC.

(c). Packing requirement: Packing shall be waterproof packets, and the material code with description, Package NO, Package Name, Quantity & Supplier name shall be marked on the packing such that the transit and weather damages (material and markings) shall be avoided.

Item Sl	Package No	Qty	Package Name	Overall qty
1	101	44	Ramagundam G208	168
	102	84	NPGCL G609	
	103	40	Bhusawal R4U8	
2	201	128	BRBCL G201	816
	202	64	NSPCL G211	
	203	120	Bongaigaon G305	
	204	120	Ramagundam G509	
	205	384	Patratu R4R3	
3	301	24	BRBCL G201	216
	302	10	Ramagundam G208	
	303	12	NSPCL G211	
	304	42	Bongaigaon G305	
	305	24	Ramagundam G509	
	306	24	NPGCL G609	
	307	70	Patratu R4R3	
	308	10	Bhusawal R4U8	
4	401	18	Ramagundam G208	196
	402	38	NSPCL G211	
	403	24	Ramagundam G509	
	404	116	NPGCL G609	
5	501	80	BRBCL G201	508
	502	40	Ramagundam G208	
	503	12	NSPCL G211	
	504	42	Bongaigaon G305	
	505	96	Ramagundam G509	
	506	228	Patratu R4R3	
	507	10	Bhusawal R4U8	
6	601	55	Bongaigaon G305	75
	602	20	Bhusawal R4U8	
7	701	20	Bhusawal R4U8	20

** Lot may be created against each package. In case of any additional markings or any change of markings, same will be intimated after inspection.

(d). Documents: Accepted IR copy along with relevant test certificates (in original) before despatch to be given to BHEL. This is required for issue of Dispatch clearance.

(e). Reverse Auction shall be conducted, Line item basis L1 shall be taken for comparison and Ordering. Each item shall be ordered separately.

(f). Delivery Location: FOR destination Stores-Incharge, Ward N1, Sub-delivery stores, East Gate, BAP BHEL Ranipet 632406 TN

Note:

1. Quote shall be in INR only **inclusive of Taxes (GST)**.
2. MSE firm shall upload the UDYAM portal registration certificate
3. Relevant documents/formats are attached in Additional scope of GeM bid. Documentary evidences shall be uploaded for PQR
4. Quoted rate shall be inclusive of GST, as per GeM terms and condition.
5. Non Submission of any of required documents as listed below, attracts for offer rejection.
7. Jurisdiction at Ranipet shall be applicable
8. Payment: 100% Payment in 90 days (45 days for MSE and 60 days for medium category against the submission of UDYAM certificate, UAM shall not be accepted for any benefit to MSE under norms and guidelines issued by MSME.)

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List of documents to be attached (filled in signed stamped copy):

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1. Bid/ATC copy
2. Tech spec (BHEL and customer) along with all annexures filled in along with all annexures
3. Filled in QAP (Sample attached) along with CQR and annex Q
4. Filled-in Make in India declaration on Letter head (format attached)
5. Udyam portal registration copy if MSE bidder
6. PQR-Technical documents
7. Integrity Pact
8. Certification for not Ban/Hold by BHEL or Govt of India.

Note: At any stage or ordering, any running case/charges were found (even dt after publish of this enq), offer from such bidder will be rejected on commercial ground and will not be considered for techno commercial evaluation.

For any query: Kindly provide the "REJ" in the subject of mail.

mail: ckbharti@bhel.in; jecashish@bhel.in

Ph: 9488 58 9287 / 7010 75 1675

You may raise the query through GeM also.

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14. **Warranty**

Warranty period of the supplied products shall be as given in specifications from the date of final acceptance of goods or after completion of installation, commissioning & testing of goods (if included in the scope of supply), at consignee location. OEM Warranty certificates must be submitted by Successful Bidder at the time of delivery of Goods. The seller should guarantee the rectification of goods in case of any break down during the guarantee period. Seller should have well established Installation,

Commissioning, Training, Troubleshooting and Maintenance Service group in INDIA for attending the after sales service. Details of Service Centres near consignee destinations are to be uploaded along with the bid.

Disclaimer

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](#)

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---