



Bid Number/बोली क्रमांक (बिड संख्या):
GEM/2023/B/3538790
Dated/दिनांक : 13-06-2023

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	23-06-2023 17:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	23-06-2023 17:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	60 (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	400000
Item Category/मद केटेगरी	Supply of River sand from outside Ramgarh District of Jharkhand State. (Q3)
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	67 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) *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
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days

Bid Details/बिड विवरण

Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
Payment Timelines	Payments shall be made to the Seller within 30 days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC)
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation

EMD Detail/ईएमडी विवरण

Required/आवश्यकता	No
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ePBG Detail/ईपीबीजी विवरण

Required/आवश्यकता	No
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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:

- If number of technically qualified bidders are only 2 or 3.
- If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.
- In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
- 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
- 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

Supply Of River Sand From Outside Ramgarh District Of Jharkhand State. (400000 cubic foot)

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

Technical Specifications/तकनीकी विशिष्टियाँ

Buyer Specification Document/क्रेता विशिष्टि दस्तावेज़	Download
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Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Sanjeev Kumar	829119,BHEL SITE OFFICE 3X800MW, PVUNL PATRATU DIST- RAMGARH, (JHARKHAND) PIN-829119	400000	60

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

1. Generic

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

Construction Manager
BHEL Site Office
3X800MW PVUNL Patratu STPP
District - Ramgarh Patratu
PIN - 829119,Jharkhand

2. 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 %.

3. 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.

4. 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.

5. Generic

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.

at their own interest

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.

6. Generic

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

7. 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.

8. 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.

9. Scope of Supply

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

10. 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.

11. 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.

12. 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](#)

13. Buyer Added Bid Specific ATC

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

14. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

Scope: -

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Supply of 4,00,000.00 (Four Lakhs) cubic feet of River Sand conforming to grading Zone II as per IS: 383 - 2016 to 3x800 MW PVUNL Patratu Project, Ramgarh, Jharkhand **from outside of Ramgarh District.**

1. General: -

1.1 Specification of sand: - River sand conforming to grading Zone II as per IS: 383 - 2016

1.2 Sand Sources: - The sand shall be supplied from sources outside Ramgarh District, Jharkhand.

1.3 Transportation: - The quoted price shall include transportation/freight charges. The sand shall be supplied on F.O.R basis to 3x800 MW PVUNL Patratu. All the statutory compliances for transport of sand vide road or other means shall be in bidder's scope. BHEL shall not make any payment for any statutory compliance and any penalty by any statutory, govt/non-govt organisation if imposed on sand vehicles while transport to 3x800 MW PVUNL Patratu site

1.4 The vehicle shall comply all safety norms and regulations at plant gate under control of PVUNL and inside the plant premises.

1.5 All documents pertaining to Gate entry, gate passes, out passes shall be arranged by the bidder.

1.6 Contact Person:

Following BHEL Officials shall be contacted prior to supply of sand lots:-

S K Parida, DGM/Civil BHEL-PSWR, PVUNL, Patratu Mobile No.:9687690998	Charan Singh, Engineer/Civil BHEL-PSWR, PVUNL, Patratu Mobile No.:9537625172
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1.7 Testing, acceptance and rejection criteria :-

- a) Moisture content for supply of each 100 cum of river sand as per IS: 2386 latest version
- b) Sieve analysis for supply of each 100 cum of river sand as per IS: 2386 latest version

1.8 Royalty payment criteria :- The bidder's quoted rates shall be inclusive of applicable Royalty Charges payable to the Government of Jharkhand/ statutory authorities towards supply of River sand. Royalty / seigniorage charges as applicable shall be paid by the bidder and the relevant Royalty Challans/ Royalty Clearance Certificate, from concerned authorities should be submitted to BHEL along with Tax invoice.

In the event of non- production of Royalty Challan along with Royalty NOC, an amount equivalent to applicable royalty including penalty, Mines area development fees, etc. will be kept under hold

1.9 Methodology for quantity measurement to the sand supplier :-

The measurement of supplied sand shall be certified through tripartite protocol between

- a) Supplier and/or supplier representative
- b) BHEL

- c) BHEL's subcontractor, to whom river sand will be issued from BHEL

The above parties shall jointly decide for bulking of sand as and when required and agreed upon.

2. MEASUREMENT OF WORK AND MODE OF PAYMENT:

2.1 All payments due to the contractors shall be made by e mode only, unless otherwise found operationally difficult for reasons to be recorded in writing.

2.2 100% payment shall be made within 30 days of delivery and satisfactory receipt of material within project premises along with following documents

- a) Tax invoice,
- b) Challan duly signed by BHEL's sub- agency,
- c) Royalty challan,
- d) NOC for royalty,
- e) Test certificate(s) for river sand as per clause 1.7

In the event of non- production of Royalty Challan along with Royalty NOC, an amount equivalent to applicable royalty including penalty, Mines area development fees, etc. will be kept under hold.

3. Payments to Contractors are made in any one of the following forms: -

3.1 Running Account Bills (RA Bills)

i) These are for interim payments when the contracts are in progress. The bills for such interim payments are to be prepared by Contractor in prescribed formats (RA Bill forms).

ii) Payments shall be made according to the extent of work done as per measurements taken up to the end of the calendar month and in line with the terms of payments described in the Tender documents.

iii) Recoveries on account of ~~electricity, water~~, statutory deductions etc. are made as per terms of contract.

~~iv) Full rates for the work done shall be allowed only if the quantum of work has been done as per the specifications stipulated in the contract. If the work is not executed as per the stipulated specifications, BHEL may ask the contractor to redo the work according to the required specifications, without any extra cost. However, where this is not considered necessary 'OR' where the part work is done due to factors like non-availability of material to be supplied by BHEL 'OR' non-availability of~~

~~fronts 'OR' non availability of drawings, fraction payment against full rate, as is considered reasonable, may be allowed with due regard for the work remaining to be done. BHEL decision in this regard will be final and binding on the contractor.~~

~~v) In order to facilitate part payment, BHEL at its discretion may further split the contracted rates/ percentages to suit site conditions, cash flow requirements according to the progress of work, subject to following:~~

~~a) Provided no 'part' payment is recommended till 25% of work in the item rate is executed.~~

~~b) Payment of item rate to be made in not more than three instalments, last stage payment to be not lower than 20% of the item rate.~~

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3.2 Final Bill

Final Bill' is used for final payment on closing of Running Account for works or for single payment after completion of works. 'Final Bill' shall be submitted as per prescribed format after completion of works as per scope and upon material reconciliation, along with the following:

i) 'No Claim Certificate' by Contractor

ii) Clearance certificates **where ever applicable** viz. Clearance Certificates from Customer, various Statutory Authorities. ~~like Labour department, PF Authorities, Commercial Tax Department etc.~~

iii) Indemnity Bond as per prescribed format.

BHEL shall settle the final bills after deducting all liabilities of Contractor to BHEL.

Paying Authority shall be CM of Patratu Site.

4. For progress running bill payments: - The Contractor shall present detailed measurement sheets in triplicate. These measurement sheets shall be prepared jointly with BHEL Engineers and signed by both the parties.
5. These measurement sheets will be checked by BHEL Engineer and quantities and percentage eligible for payment under various groups shall be decided by BHEL Engineer. The abstract of quantities and percentage so arrived at based on the terms of payment shall be entered in Measurement Book and signed by both the parties.
6. Based on the above quantities, contractor shall prepare the bills, along with statutory documents, in prescribed format and work out the financial value. These will be entered in Measurement Book and signed by both the parties. Payment shall be made by BHEL after affecting the recoveries due from the contractor.
7. All recoveries due from the contractor for the month/period shall be affected in full from the corresponding running bills unless specific approval from the competent authorities is obtained to the contrary.
8. Measurement shall be restricted to that portion of work for which it is required to ascertain the financial liability of BHEL under this contract.
9. The measurement shall be taken jointly by persons duly authorized on the part of BHEL and by the Contractor.
10. The Contractor shall bear the expenditure involved if any, in making the measurements and testing of materials to be used/ used in the work. The contractor shall, without extra charges, provide all the assistance with appliances and other things necessary for measurement.

11. If at any time due to any reason whatsoever, it becomes necessary to re-measure the work done in full or in part, the expenses towards such re measurements shall be borne by the contractor or unless such re measurements are warranted solely for reasons not attributable to contractor.
12. Passing of bills covered by such measurements does not amount to acceptance of the completion of the work measured. Any left out work has to be completed, if pointed out at a later date by BHEL.
13. Final measurement bill shall be prepared in the final bill format prescribed for the purpose based on the certificate issued by BHEL Engineer that entire works as stipulated in tender specification has been completed in all respects to the entire satisfaction of BHEL. Contractor shall give unqualified "No Claim" Certificate. All the tools and tackles loaned to him should be returned in satisfactory condition to BHEL. The abstract of final quantities and financial values shall also be entered in the Measurement Books and signed by both parties to the contract. The Final Bill shall be prepared and paid within a reasonable time after completion of supply.

14. RETENTION AMOUNT

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~~14.1 Retention Amount shall be 5% of executed contract value and shall be recovered at the rate of 5% from each Running Bill admitted, including PVC Bills. Alternatively, BG, equivalent to 5% of Contract Value against Retention Amount can also be submitted before payment of first RA Bill. The validity of the said BG shall be initially for the contract period & shall be extended, if so required, up to acceptance of final bill. In case of increase in contract value, additional BG for 5% of differential amount shall be submitted by Contractor before payment of next RA Bill due. In case, contractor opts cash deduction from RA bills in the beginning & subsequently offers to submit BG later on, then refund of deducted retention amount may be permitted against submission of equivalent BG only once during the contract period.~~

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~~14.2 Refund of retention amount : 100% of Retention Amount/ BG against Retention Amount shall be released along with Final Bill after deduction all expenses/ other amounts due to BHEL under the contract/ other contracts entered into with them (contractor) by BHEL.~~

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15. Supply Schedule: - The total quantity of river sand shall be supplied with **2 months** from the date of Purchase Order.

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16. Pre-qualification requirement: Bidder shall essentially meet all the Qualifying Requirements as cited below:

A) **Technical PQR:** Prior Experience of Supplying at least 50000 CFT of river sand/ M- Sand in a period of 2 Months within last 2 years for any Industrial/infrastructural/real estate Project (s).

B) Financial PQR

Bidder must have achieved an average annual financial turnover (Audited) of Rs. 67 Lakhs or more, over the last three Financial Years (FY) i.e. 2019-20, 2020-2021 & 2021-22 and this requirement shall supersede other Turnover parameters cited elsewhere.

Audited Financial documents of FY 2019-20, 2020-2021 & 2021-22 shall be furnished in support of Turnover Criteria.

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.

In case of audited Financial statements have not been submitted for all the three years as indicated against Financial Turnover QR (Qualifying requirement) 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.

17. Relaxation in Pre-Qualifying Requirement (PQR) for Micro and Small Enterprises (MSE's) and Startups:

1. Definition of startup shall be in line with Gazette Notification No DL 33004/99 dated 19.02.2019 with subsequent amendments, if any.
2. Norms for startups Medium Enterprises in Public Procurement shall be in line with OM no. F.20-2/2014-PPD(pt) dtd 27/07/2017 and O.M. NO. F.20/2/2014-PPD(pt.) dated 20.09.2016 issued GOI, Ministry of finance, Department of expenditure, Procurement policy division, along with D.O. No. 12(11)/2017-SI dtd 22/06/2017 of DoE.
3. Bidder shall keep updated themselves with all related orders/schemes issued by the Govt from time to time, DPIIT portal for start-ups may also be checked.
4. Bidder shall submit Startup recognition certificate (no.) issued by competent authority which shall be checked for authenticity.
5. Startup bidders shall be exempted from the payment of EMD. 6. Provision in the tender document regarding relaxation in prior experience and turnover criteria for Startups & MSE's as mentioned below:

(a) Technical Pre Qualifying Requirement (PQR) for prior experience:

i. Technical pre-qualifying requirements is relaxed by 50% (quantities /amount) of the original Pre-Qualifying Requirement specified in the tender (round off to the higher limit or number). Further, if the required quantity as per Original PQR is only one (1), then relaxed PQR shall also remain the same, (since quantity is non-divisible in this case.) ii. Other Technical Pre-Qualification requirements or any form of licenses or requirements other than stated in Point no. i above, shall remain the same for all bidders.

(b) Financial Pre Qualifying Requirement (PQR) Turnover (C.1): Financial pre-qualifying requirements is relaxed by 50% of the original Pre-Qualifying Requirement specified in the tender (round off to the higher limit or number)."

18. 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.

19. Liquidated Damages shall be applicable as per GeM GTC.

20. Quantity tolerance. (MDCC qty & total quantity) - (+/-) 15%

21 Evaluation shall be done on landed cost i.e. net of Input tax credit.

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---