

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	07-09-2024 11:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	07-09-2024 11:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	90 (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	10090001-edn Bangalore
Total Quantity/कुल मात्रा	27
Item Category/मद केटेगरी	Operator Desk (5 section) for NHPC Loktak R&M EM-I , Computer Table for NHPC Loktak R&M EM-I , Computer Table for Server to NHPC Loktak R&M EM-I , Printer Table for NHPC Loktak R&M EM-I , Computer Chair(Operator) for NHPC Loktak R&M EM-I , Computer Chair for NHPC Loktak R&M EM-I
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
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	Yes
RA Qualification Rule	H1-Highest Priced Bid Elimination
ITC available to buyer/क्रिता के लिए उपलब्ध आईटीसी	Yes
Type of Bid/बिड का प्रकार	Two Packet Bid
Primary product category	Operator Desk (5 section) for NHPC Loktak R&M EM-I
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	5 Days
Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No

Bid Details/बिड विवरण	
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/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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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. 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.

2. Purchase preference will be given to MSEs having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal 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 themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. 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 and Buyer will decide eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid. 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 MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 100% (selected by Buyer) percentage of total quantity. The buyers are advised to refer the OM No. F.1/4/2021-PPD dated 18.05.2023 [OM No.1_4_2021_PPD_dated_18.05.2023](#) for

compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

3. 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.

4. 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

Pre Bid Detail(s)

Pre-Bid Date and Time	Pre-Bid Venue
31-08-2024 09:00:00	All pre-bid clarifications, with regard to the tender shall be addressed, within prebid interaction date mentioned in tender, to purchase officer whose email ID is nandjee@bhel.in

Operator Desk (5 Section) For NHPC Loktak R&M EM-I (1 set)

(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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Installation Commissioning and Testing (ICT) details for the above item:

% of Product Cost Payable on Product Delivery	90%
Min Cost Allocation for ICT as a % of product cost	.001%
Number of days allowed for ICT after site readiness communication to seller	45 Days/दिन
ITC Available On GST	100%
ITC Available On GST Cess	0%

Input Tax Credit(ITC)/इनपुट कर क्रेडिट(आईटीसी) and/ तथा Reverse Charge(RCM)/रिवर्स प्रभार (आरसीएम) Details

ITC on GST/जीएसटी पर इनपुट कर क्रेडिट	ITC on GST Cess/जीएसटी उपकर कर क्रेडिट
100%	NA

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	Store Incharge	795124,NHPC LOKTAK R&M EM-I DIST.: TAMENGLONG, Manipur	1	150

Computer Table For NHPC Loktak R&M EM-I (7 set)

(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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Installation Commissioning and Testing (ICT) details for the above item:

% of Product Cost Payable on Product Delivery	90%
Min Cost Allocation for ICT as a % of product cost	.001%
Number of days allowed for ICT after site readiness communication to seller	45 Days/दिन
ITC Available On GST	100%
ITC Available On GST Cess	0%

Input Tax Credit(ITC)/इनपुट कर क्रेडिट(आईटीसी) and/ तथा Reverse Charge(RCM)/रिवर्स प्रभार (आरसीएम) Details

ITC on GST/जीएसटी पर इनपुट कर क्रेडिट	ITC on GST Cess/जीएसटी उपकर कर क्रेडिट
100%	NA

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	Store Incharge	795124,NHPC LOKTAK R&M EM-I DIST.: TAMENGLONG, Manipur	7	150

Computer Table For Server To NHPC Loktak R&M EM-I (2 set)

(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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Installation Commissioning and Testing (ICT) details for the above item:

% of Product Cost Payable on Product Delivery	90%
Min Cost Allocation for ICT as a % of product cost	.001%
Number of days allowed for ICT after site readiness communication to seller	45 Days/दिन
ITC Available On GST	100%
ITC Available On GST Cess	0%

Input Tax Credit(ITC)/इनपुट कर क्रेडिट(आईटीसी) and/ तथा Reverse Charge(RCM)/रिवर्स प्रभार (आरसीएम) Details

ITC on GST/जीएसटी पर इनपुट कर क्रेडिट	ITC on GST Cess/जीएसटी उपकर कर क्रेडिट
100%	NA

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	Store Incharge	795124,NHPC LOKTAK R&M EM-I DIST.: TAMENGLONG, Manipur	2	150

Printer Table For NHPC Loktak R&M EM-I (3 set)**(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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Installation Commissioning and Testing (ICT) details for the above item:

% of Product Cost Payable on Product Delivery	90%
Min Cost Allocation for ICT as a % of product cost	.001%
Number of days allowed for ICT after site readiness communication to seller	45 Days/दिन
ITC Available On GST	100%
ITC Available On GST Cess	0%

Input Tax Credit(ITC)/इनपुट कर क्रेडिट(आईटीसी) and/ तथा Reverse Charge(RCM)/रिवर्स प्रभार (आरसीएम) Details

ITC on GST/जीएसटी पर इनपुट कर क्रेडिट	ITC on GST Cess/जीएसटी उपकर कर क्रेडिट
100%	NA

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	Store Incharge	795124,NHPC LOKTAK R&M EM-I DIST.: TAMENGLONG, Manipur	3	150

Computer Chair(Operator) For NHPC Loktak R&M EM-I (2 set)**(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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Installation Commissioning and Testing (ICT) details for the above item:

% of Product Cost Payable on Product Delivery	90%
Min Cost Allocation for ICT as a % of product cost	.001%
Number of days allowed for ICT after site readiness communication to seller	45 Days/दिन
ITC Available On GST	100%
ITC Available On GST Cess	0%

Input Tax Credit(ITC)/इनपुट कर क्रेडिट(आईटीसी) and/ तथा Reverse Charge(RCM)/रिवर्स प्रभार (आरसीएम) Details

ITC on GST/जीएसटी पर इनपुट कर क्रेडिट	ITC on GST Cess/जीएसटी उपकर कर क्रेडिट
100%	NA

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	Store Incharge	795124,NHPC LOKTAK R&M EM-I DIST.: TAMENGLONG, Manipur	2	150

Computer Chair For NHPC Loktak R&M EM-I (12 set)**(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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Installation Commissioning and Testing (ICT) details for the above item:

% of Product Cost Payable on Product Delivery	90%
Min Cost Allocation for ICT as a % of product cost	.001%
Number of days allowed for ICT after site readiness communication to seller	45 Days/दिन
ITC Available On GST	100%
ITC Available On GST Cess	0%

Input Tax Credit(ITC)/इनपुट कर क्रेडिट(आईटीसी) and/ तथा Reverse Charge(RCM)/रिवर्स प्रभार (आरसीएम) Details

ITC on GST/जीएसटी पर इनपुट कर क्रेडिट	ITC on GST Cess/जीएसटी उपकर कर क्रेडिट
100%	NA

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	Store Incharge	795124,NHPC LOKTAK R&M EM-I DIST.: TAMENGLONG, Manipur	12	150

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

1. Generic

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

2. Scope of Supply

Scope of supply (Bid price to include all cost components) : Supply Installation Testing and Commissioning of Goods

3. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

Bidder to note that Deviation/s shall not be permitted for the below mentioned terms and are deemed to be complied. In case of non-compliance/deviation, offer may be liable for rejection:

- Warranty period of the supplied products shall be applicable for a period of be 24 months from the date of final acceptance of goods at consignee location (or) 18 months from the date of commissioning, whichever is earlier.

2. Unloading of material at consignee location is in the scope of BHEL.

3. Pre-dispatch inspection at Seller premises: Before dispatch, the goods will be inspected by Buyer / Consignee or their Authorized Representative or by Nominated External Inspection Agency (independently or jointly with Buyer or Consignee as decided by the Buyer) at Seller premises (or at designated place for inspection as declared / communicated by the seller) for their compliance to the contract specifications. Seller shall notify the Buyer through e-mail about readiness of goods for stage/pre-dispatch inspection and Buyer will notify the Seller about the Authorized Representative/ Nominated External Inspection Agency and the date for testing. In case of delay in witnessing of inspection beyond 10 days from date on which material is notified as being ready, by buyer arising due to reasons not attributable to vendor, BHEL will extend the delivery period for such delay for carrying out inspection. While bidding, the sellers should take into account 10 days for inspection from the date of email offering the goods for inspection.

The goods would be dispatched to consignee only after clearance in pre-dispatch inspection. Consignee's right of rejection as per GTC in respect of the goods finally received at his location shall in no way be limited or waived by reason of the goods having previously been inspected, tested and passed by Buyer/ Consignee or its Nominated External Inspection Agency prior to the goods' shipment.

4. Material despatch clearance certificate: 10 days for issue of MDCC (Material despatch clearance certificate) from date of successful inspection report. Any delay in issue of MDCC beyond 10 days shall be on the part of the buyer and shall be regularized without Liquidated Damages.

5. Payment Timelines:

I) **For Micro and Small Enterprise Seller:**

a) 90% payment of the Basic price of goods along with 100% GST on the goods price but excluding ICT charges, will be released within Forty-Five (45) days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills with proof of completion of delivery.

b) Balance 10% of Basic price of goods and 100% of ICT charges along with its GST, will be paid within Forty-Five (45) days of issue of consignee receipt cum-acceptance certificate (CRAC) and on-line submission of bills with proof of completion of commissioning. If the E&C could not be completed till the end of the Warranty period due to reasons not attributable to the supplier, BHEL may consider releasing the retention money to the supplier against Bank Guarantee for equivalent value valid for an initial period of one year.

II) **For Medium Enterprise Seller:**

a) 90% payment of the Basic price of goods along with 100% GST on the goods price but excluding ICT charges, will be released within Sixty (60) days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills with proof of completion of delivery.

b) Balance 10% of Basic price of goods and 100% of ICT charges along with its GST, will be paid within Sixty (60) days of issue of consignee receipt cum-acceptance certificate (CRAC) and on-line submission of bills with proof of completion of commissioning. If the E&C could not be completed till the end of the Warranty period due to reasons not attributable to the supplier, BHEL may consider releasing the retention money to the supplier against Bank Guarantee for equivalent value valid for an initial period of one year.

III) **For Non-MSME Seller:**

a) 90% payment of the Basic price of goods along with 100% GST on the goods price but excluding ICT charges, will be released within Ninety (90) days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills with proof of completion of delivery.

b) Balance 10% of Basic price of goods and 100% of ICT charges along with its GST, will be paid within Ninety (90) days of issue of consignee receipt cum-acceptance certificate (CRAC) and on-line submission of bills with proof of completion of commissioning. If the E&C could not be completed till the end of the Warranty period due to reasons not attributable to the supplier, BHEL may consider releasing the retention money to the supplier against Bank Guarantee for equivalent value valid for an initial period of one year.

6. Commissioning/E&C call will be issued to seller after actual site readiness. Unless otherwise specified in purchase specification, in case of multiple visits are required due to lack of site readiness, delivery period

for service shall be considered from actual site readiness.

- 7. Shortages:** In the event of shortage on receipt of goods and/or on opening of packages at site, all such shortages, caused by supplier's act or omission, shall be made good at free of cost within a reasonable time that BHEL may allow from such intimation.
- 8. Transit Damages:** In the event of receipt of goods in damaged condition or having found them so upon opening of packages at site, supplier shall make good of all such damages within a reasonable time from such intimation by BHEL.
- 9. Dispatch documents:** Complete set of despatch documents (original + 1 photocopy set) as per Purchase Order shall be forwarded to Purchase Officer/BHEL directly. Despatch documents shall include the following:

Invoice (01 original and 01 copy with original sign & seal / digitally signed invoice), Packing List, NIL Short-Shipment Certificate, warranty certificate, POD (Proof of Delivery) on Lorry Receipt (L/R).

One set of Invoice, L/R, Packing List, Insurance intimation copy & E-way bill (Part-B) shall be e-mailed immediately to BHEL-EDN during despatch.

Note: Detailed Packing List should indicate package-wise content details and also Net & Gross weight of each package.

- 10.** After award of contract, Successful Bidder shall submit complete set of documents (like drawings, bill of materials, datasheets, catalogues, quality plan etc. as called in tender specification) for approval, within **15** days of award of contract. Buyer shall issue manufacturing clearance along with approved documents within **30** days from receipt of complete set of documents from seller.

In case of any corrections in documents to be incorporated by seller for approval of document based on end-user/consultant/buyer comments, revised documents have to be submitted incorporating all corrections within **7** days. Seller shall be required to ensure supply as per approved documents. If there is delay from buyer side in approval of documents, the delivery period shall be refixed without LD for the period of delay in approval of documents.

Seller shall be required to commence manufacturing only after receipt of approved documents from BHEL.

- 11. Packaging and dispatch:** The Seller shall package the goods safely and carefully considering the peculiarity of the material for safe transport by Road to its destination suitably protected against loss, damage, corrosion in transit and the effect of tropical salt laden atmosphere.

The packages shall be provided with fixtures/ hooks and sling marks as may be required for easy and safe handling. If any consignment needs special handling instruction, the same shall be clearly marked with standard symbols / instructions. Hazardous material should be notified as such and their packing, transportation and other protection must conform to relevant regulations.

The packing, shipping, storage and processing of the goods must comply with the prevailing legislation and regulations concerning safety, the environment and working conditions. If safety information sheets (MSDS - Material Safety Data Sheet) exist for an item or the packaging, vendor must provide this information without fail along with the consignment.

Each package must be marked with Consignee name, Purchase order number, Package number, Gross weight and net weight, dimensions (LxBxH) and Seller's name.

Packing list of goods inside each package with PO item number and quantity must also be fixed securely outside the box to indicate the contents of each box.

Total number of packages in the consignment must also be indicated in the packing list.

12.Destination: Items are to be directly despatched to following address:

NHPC LOKTAK R&M EM-I

DIST.: TAMENGLONG,

Manipur

Detailed Consignee details will be issued by BHEL along with Despatch Clearance.

13.Breach of Contract, Remedies & Termination: In case of breach of contract (failure of supplier), the amount equivalent to 10% of the contract value will be recovered from available bills of the contractor, retention amount, etc. with BHEL or legal remedies shall be pursued.

Further, levy of liquidated damages, debarment, termination, de-scoping, short-closure, etc. shall be applied as per provisions of the contract.

14.MSME vendors may opt to get payment through Trade Receivables Electronic Discounting System (TReDS)

15.Evaluation criteria to determine L1 bidder: Evaluation of the lowest bidder will be done on combined Package basis.

16.Refer attached conflict of Interest among Bidders/Agents.

4. Buyer Added Bid Specific ATC

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

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. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

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. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
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---