

Bid Document

Bid Details	
Bid End Date/Time	18-03-2022 17:00:00
Bid Opening Date/Time	18-03-2022 17:30:00
Bid Life Cycle (From Publish Date)	90 (Days)
Bid Offer Validity (From End Date)	65 (Days)
Ministry/State Name	Ministry Of Power
Department Name	Na
Organisation Name	Ntpc Limited
Office Name	Cg
Total Quantity	39
Item Category	M7400000005N , M7400000003N
BOQ Title	Supply of Wagons and Brake Van at NTPC Farakka and NTPC Kahalgaon
MSE Exemption for Years of Experience and Turnover	No
Startup Exemption for Years of Experience and Turnover	No
Document required from seller	Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (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	No
Primary product category	M7400000003N
Time allowed for Technical Clarifications during technical evaluation	4 Days
Evaluation Method	Total value wise evaluation

EMD Detail

Advisory Bank	ICICI
EMD Percentage(%)	2.00
EMD Amount	2543500

ePBG Detail

Advisory Bank	ICICI
ePBG Percentage(%)	3.00
Duration of ePBG required (Months).	20

(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.

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

Beneficiary:

NTPC Ltd
NTPC Ltd, Central Procurement Group-1 NTPC WR-II Office, Sector-24, Tuta Naya Raipur, Chattisgarh-492101
(Ntpc Ltd)

Splitting

Bid splitting not applied.

Reserved for Make In India products

Reserved for Make In India products	Yes
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MSE Purchase Preference

MSE Purchase Preference	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 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 100%(selected by Buyer) percentage of total QUANTITY.
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.

M740000005N (3)

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

Technical Specifications

Specification Document	View File
BOQ Detail Document	View File

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

Additional Specification Documents

Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Ajoy Kumar Gupta	813214,Kahalgaon Super Thermal Power Project P.O. KAHALGAON STP BHAGALPUR 813214 KAHALGAON	3	365

M740000003N (15)

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

Technical Specifications

Specification Document	View File
BOQ Detail Document	View File

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

Additional Specification Documents

Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Ajoy Kumar Gupta	813214,Kahalgaon Super Thermal Power Project P.O. KAHALGAON STP BHAGALPUR 813214 KAHALGAON	15	365

M740000005N (4)**(Minimum 50% Local content required for qualifying as Class 1 Local Supplier)****Technical Specifications**

Specification Document	View File
BOQ Detail Document	View File

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

Additional Specification Documents

Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Jayanta Manna	742236,Farakka Super Thermal Power Station PO NABARUN 742236 MURSHIDABAD"	4	365

M740000003N (17)**(Minimum 50% Local content required for qualifying as Class 1 Local Supplier)****Technical Specifications**

Specification Document	View File
BOQ Detail Document	View File

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

Additional Specification Documents

Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Jayanta Manna	742236, Farakka Super Thermal Power Station PO NABARUN 742236 MURSHIDABAD"	17	365

Buyer Added Bid Specific Terms and Conditions

1. Generic

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

- Copy of PAN Card.
- Copy of GSTIN.
- Copy of Cancelled Cheque.
- Copy of EFT Mandate duly certified by Bank.

2. Scope of Supply

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

3. 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 100% of total value.

4. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

NTPC LIMITED

(A GOVERNMENT OF INDIA ENTERPRISE)

Central Procurement Group-I, Raipur

INVITATION FOR BIDS (IFB)

(DOMESTIC COMPETITIVE BIDDING)

FOR

Procurement of Wagons and Brake Van for NTPC Farakka and NTPC Kahalgaon.

1.0 NTPC Limited (NTPC) invites online bids on “ **Single Stage Two Envelope Bidding Basis**” from eligible bidders for aforesaid package, as per the scope of work briefly mentioned hereinafter.

2.0 BRIEF SCOPE OF WORK

The scope of the proposal for “ **Procurement of Wagons and Brake Van for NTPC Farakka and NTPC Kahalgaon**”.

3.0 QUALIFYING REQUIREMENTS FOR BIDDERS.

The bidders who wish to participate in the bidding shall satisfactorily establish that they fulfill the following Qualifying Requirements.

Technical Criteria	
1.1	<p>(a) The bidder should have manufactured and supplied 'bottom discharge type railway wagon' and '8 wheeler brake van', conforming to RDSO design, in single or multiple orders, prior to the date of Techno-commercial bid opening or</p> <p>(b) The bidder should be an authorised representative of manufacturer meeting requirements at 1.1 (a).</p>

1.2	<p>The bidder should have executed orders for any types of railway wagons conforming to RDSO design within the preceding seven (07) years prior to the date of Techno-commercial bid opening as per the following criteria:</p> <p>i) One order of executed value not less than INR 1017 lakh.</p> <p style="text-align: center;">OR</p> <p>ii) Two orders of executed value not less than INR 636 lakh each.</p> <p style="text-align: center;">OR</p> <p>iii) Three orders of executed value not less than INR 509 lakh each.</p>
	<p>Financial Criteria</p>
1.2.1	<p>The Average Annual Turnover of the Bidder, should not be less than Rs. 1272 Lakh (Rupees Twelve Crore Seventy-Two Lakh only) during the preceding three (3) completed financial years as on the date of Techno-Commercial bid opening</p>
1.2.2	<p>In case the bidder does not satisfy the financial criteria, stipulated at Cl. 1.2.1 above on its own, its Holding Company would be required to meet the stipulated turnover requirements at Cl. 1.2.1 above, provided that the net worth of such Holding Company as on the last day of the preceding financial year is at least equal to or more than the paid-up share capital of the Holding Company. In such an event, the bidder would be required to furnish along with its Techno-Commercial bid, a Letter of Undertaking from the Holding Company, supported by Board Resolution, as per the format enclosed in the bid documents, pledging unconditional and irrevocable financial support for the execution of the Contract by the bidder in case of award</p>

1.2.3	<p>In case the bidder is not able to furnish its audited financial statements on stand-alone entity basis, the unaudited unconsolidated financial statements of the bidder can be considered acceptable provided the bidder further furnishes the following documents in substantiation of its qualification.</p> <ol style="list-style-type: none"> 1. Copies of the unaudited unconsolidated financial statements of the bidder along with copies of the audited consolidated financial statements of the Holding Company. 2. A Certificate from the CEO/CFO of the Holding Company, as per the format enclosed in the bid documents, stating that the unaudited unconsolidated financial statements of the bidder form part of the audited Consolidated Annual Report of the holding company.
1.2.4	<p>In cases where audited results for the last financial year as on the date of techno-commercial bid opening are not available, the financial results certified by a practicing Chartered Accountant shall be considered acceptable. In case, Bidder is not able to submit the Certificate from practicing Chartered Accountant certifying its financial parameters, the audited results of three consecutive financial years preceding the last financial year shall be considered for evaluating the financial parameters. Further, a Certificate would be required from the CEO/CFO as per the format enclosed in the bidding documents stating that the financial results of the Company are under audit as on the date of Techno-commercial bid opening and the Certificate from the practicing Chartered Accountant certifying the financial parameters is not available.</p>
Notes for 1.2	<ol style="list-style-type: none"> 1) Other income shall not be considered for arriving at annual turnover. 2) "Holding Company" and "Subsidiary Company" shall have the meaning ascribed to them as per Companies Act of India, in vogue. 3) Net worth means the sum total of the paid up share capital and free reserves. Free reserve means all reserves credited out of the profits and share premium account but does not include reserves credited out of the revaluation of the assets, write back of depreciation provision and amalgamation. Further, any debit balance of Profit and Loss account and miscellaneous expenses to the extent not adjusted or written off, if any, shall be reduced from reserves and surplus.

4.0 NTPC reserves the right to reject any or all bids or cancel / withdraw the Invitation for Bids/NIT without assigning any reason whatsoever and in such case no bidder / intending bidder shall have any claim arising out of such action.

5.0 Issuance of bid documents to any Bidder shall not construe that such bidder is considered to be qualified. Bids shall be submitted online and opened at the address given below in the presence of Bidder's representatives who choose to attend the bid opening.

6.0 Transfer of Bidding Documents purchased by one intending Bidder to another is not permissible.

7.0 Address for communication:

Manager(C&M)-CPG-1 / AGM(C&M)-CPG-I
NTPC Limited, Central Procurement Group-I,
NTPC WR-II office, Sector-24 , Tuta,
Naya Raipur, Chattisgarh - 492101 (India)
Email: gurpratapsingh@ntpc.co.in / dppradhan@ntpc.co.in

8.0 Registered Office:

NTPC Limited, NTPC Bhawan, SCOPE Complex,
7, Institutional Area, Lodi Road, New Delhi- 110003
CIN Number: L40101DL1975GOI007966
Website: <https://www.ntpc.co.in>

Special Purchase Conditions		
1.0	TYPE OF BIDDING	Single Stage Two Envelope
2.0	REVERSE AUCTION RULES	NOT APPLICABLE
3.0	PRICE BASIS	FOR NTPC Consignee Plants Bidders are requested to indicate the Price on “FOR NTPC Site” basis.
4.0	Tender Fee [NOT APPLICABLE]	Not Applicable

4.1**EARNEST MONEY
DEPOSIT (EMD) /
BID SECURITY
[APPLICABLE]**

The Earnest Money Deposit (EMD) shall in the form of Bank Guarantee/electronic Bank Guarantee from banks specified in the published GeM bid.

The format of Bid Guarantee (BG) towards EMD shall be as per GeM formats. The BG towards EMD shall remain valid for a period of forty-five (45) days beyond the original Bid validity period or beyond any extension in the period of Bid validity subsequently requested.

- 1) The bidders are requested to send the required documents (EMD, in case submitted by way of BG in Original in sealed envelope well in advance so as to be received by the respective officer **before the expiry of Bid Submission Closing Date & time** as described in tender, failing which bid is liable for rejection. NTPC shall not be liable for loss/ non-receipt/ late receipt of EMD in postal transit.

Micro and Small Enterprises (MSEs) registered with District Industries Centers (DICs) or NSIC or Khadi & Village Industries Commission (KVIC) or Khadi & Village Industries Board (KVIB) or Coir Board or Directorate of Handicrafts and Handloom or Any other body specified by Ministry of Micro, Small & Medium Enterprises (M/o MSME) or having Udyog Aadhaar Memorandum (UAM) or Udyam Registration, for goods produced and services rendered, shall be issued the bid documents free of cost and shall be exempted from paying Earnest Money Deposit.

However, bidder has to submit exemption certificate in sealed envelope well in advance in order to ensure that it is received before the expiry of Bid Submission closing date & time as described in tender, failing which bid may be rejected. Alternatively, the exemption certificate may be sent to concerned NTPC officer through e-mail well in advance to ensure that it is received before Bid Submission closing date & time.

<p>5.0</p>	<p>CONFIRMATION OF ALL BANK GUARANTEES THROUGH STRUCTURED FINANCIAL MESSAGING SYSTEM (SFMS) MODE BY BIDDER'S/ VENDOR'S BANKER</p>	<p>While issuing/ amending/ extending the physical BGs, the Bidder's/ Vendor's Bank shall also send electronic message through secure SFMS (in case of BGs issued from within India) or SWIFT (in case of B G s issued from outside India) to Employer's Beneficiary Bank whose details are provided herein below:</p> <table border="1" data-bbox="711 421 1471 1016"> <thead> <tr> <th colspan="3">For Domestic BG</th> </tr> </thead> <tbody> <tr> <td>i)</td> <td>Bank Name</td> <td>ICICI bank Ltd</td> </tr> <tr> <td>ii)</td> <td>Branch</td> <td>Connaught Place, New Delhi</td> </tr> <tr> <td>iii)</td> <td>IFSC Code</td> <td>ICIC0000007</td> </tr> <tr> <td>iv)</td> <td>Secured Message type</td> <td>IFN 760COV / IFN 767 COV</td> </tr> <tr> <td>V)</td> <td>Field Number</td> <td>7037</td> </tr> <tr> <td colspan="3"> <p>Bidders/ Vendors are advised to ensure that their Bankers send the secure SFMS.</p> </td> </tr> </tbody> </table>	For Domestic BG			i)	Bank Name	ICICI bank Ltd	ii)	Branch	Connaught Place, New Delhi	iii)	IFSC Code	ICIC0000007	iv)	Secured Message type	IFN 760COV / IFN 767 COV	V)	Field Number	7037	<p>Bidders/ Vendors are advised to ensure that their Bankers send the secure SFMS.</p>		
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<p>4.0</p>	<p>VALIDITY OF OFFER</p>	<p>180 days from the date of Bid opening</p>																					
<p>5.0</p>	<p>TRANSFER OF BID DOCUMENTS</p>	<p>Documents purchased/ downloaded by the Intending Bidders cannot be transferred.</p>																					
<p>6.0</p>	<p>DOCUMENTS IN SUPPORT OF MEETING THE QUALIFYING REQUIREMENTS</p>	<p>APPLICABLE</p>																					

7.0

**COMPLIANCE ON
QUALIFYING
REQUIREMENTS**

APPLICABLE

Bidders are required to furnish the details of the past experience like authentic Work Orders / Purchase Orders / Letter of Awards / Contract Agreements, client certificates, completion certificate, etc. in support of meeting the Qualifying Requirements based on which selection is to be made as per format of the bidding documents. ***These references shall be considered to ascertain the bidder's compliance to Qualifying Requirement (QR).*** No claims without supporting documents shall be accepted in this regard. However, if any of the Work Orders / Purchase Orders / Letter of Awards/Contract Agreements pertain to the work executed by Bidder for NTPC in the past, then in respect of such Work Orders / Purchase Orders / Letter of Awards/Contract Agreements, Bidder shall not be required to enclose Client Certificate along with its Bid.

Bidders wishing to provide additional Work Orders/Purchase Orders/Letter of Awards/Contract Agreements are required to declare the same in similar format which shall be additionally attached and uploaded.

NOTE:

1. NTPC, if so desire, may verify the performance of the bidder from their respective clients.
2. **The Bidder's attention is also drawn that only the reference Works/ Orders whose details have been declared in relevant Attachment in their Bid, shall be considered to ascertain the bidder's compliance to the specified Qualifying Requirements (QR).**

8.0	ELIGIBILITY FOR PARTICIPATION IN TENDER: [APPLICABLE]	<p>Only Class-I Local Suppliers i.e. MLC=>50%</p> <p>Note:</p> <p>(1) The Contractor shall not be allowed to sub-contract works to any sub-contractor/ sub-vendor from a country which shares a land border with India unless such sub-contractor is registered with the competent Authority.</p> <p>The Competent Authority for the purpose of registration shall be as mentioned in the F.NO. 6/18/2019-PPD, Ministry of Finance, Department of Expenditure, Public Procurement Division.</p> <p>However, the said requirement of registration will not apply to sub-contractors from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects. The Contractor may apprise itself of the updated lists of such countries available in the website of the Ministry of External Affairs.</p>
9.0	JURISDICTION	Raipur
10.0	PLACE OF ARBITRATION	New Delhi, India
11.0	INSURANCE	Transit Insurance shall be inclusive in Bidders "FOR Site" price.
12.0	FREIGHT	Freight charges shall be inclusive in Bidders "FOR Site" price.
13.0	PACKING AND FORWARDING	Packing & Forwarding shall be inclusive in Bidder's "FOR Site" price.

14.0	DELIVERY SCHEDULE/ COMPLETION SCHEDULE	Within 365 Days from the date of issue of PO.
15.0	PAYMENT TERMS	<p>a) Hundred percent (100%) of payment will be release within 30 days after receipt & acceptance of material at site.</p> <p>b) Vendor has to submit CPG/PBG @ 3% of total contract value in line with SSC clause 12.0. If not submitted, payment of 3% against CPG/PBG shall be held and same shall be released after submission of CPG/PBG.</p>
16.0	CONTRACT PERFORMANCE GUARANTEE (CPG) / PERFORMANCE BANK GUARANTEE (PBG)	APPLICABLE for a warranty period plus 02 months claim period.
17.0	TAXES & DUTIES	Inclusive
18.0	WARRANTY/ GUARANTEE	18 months from the date of supply or 12 months from the date of commissioning whichever is earlier.
19.0	INSPECTION	Pre-Dispatch Inspection by RDSO: Applicable.
20.0	INTEGRITY PACT	APPLICABLE
21.0	Evaluation Criteria	Lumpsum Basis i.e. Overall L-1 Basis Item Quantity Splitting is not applicable.

22.0	CONTRACTOR'S LABOUR INFORMATION MANAGEMENT SYSTEM (NOT APPLICABLE)	<p>Contractor's Labour Information Management System (CLIMS):</p> <p>(a) The Contractor has to necessarily get itself registered in the Contractor's Labor Information Management System (CLIMS), which will be installed by the Employer.</p> <p>(b) The entry and exit of all contract labor to the plant premises will be through Gate Access Control System of above 'Contractor's Labor Information Management System'.</p> <p>(c) It will be the responsibility of the Contractor to ensure timely exit of all labors from the plant premises after completion of job of that day.</p> <p>(d) The contractor has to abide with all the statutory compliance applicable to its workers and employees and update the details of the same in the above System.</p>
23.0	Safety	<p>The Contractor, including his sub-contractors, while executing the Works, will strictly comply with the statutory requirements (including amendments thereof), as applicable, in respect of safety of his employees, equipment and materials. The contractor will also comply with the provisions of NTPC Safety Rules as issued from time to time and displayed on NTPC's tender website http://www.ntpctender.com.</p>
24.0	LIQUIDATED DAMAGES GST LIQUIDATED DAMAGES	<p>Applicable</p> <p>GST extra as applicable shall also be levied on Liquidated Damages.</p>

25.0	No Claim for Interest or damage	<p>1. Interest on money due to the contractor: Contractor shall not be entitled to any interest or damage in case of any delay on the part of the Employer to pay the amount due upon measurement or as per Contract or otherwise. Contractor shall also not be entitled to interest upon any guarantee/security/ retention money or payments in arrears or upon any balance which may on the final settlement of his account be due to him.</p> <p>2. No claim for interest or damage: No claim for interest or damage will be entertained or be payable by the Employer in respect of any amount or balance which may be lying with the Employer or may become due upon settlement/adjudication of any dispute, difference or misunderstanding between the parties by way of arbitration or court proceedings or otherwise or in respect of any delay or omission on the part of the Employer in making intermediate or final payment or in respect of any amount/damage which may be claimed through arbitration or court proceedings or in any other respect whatsoever.</p>
26.0	SITE/ DELIVERY ADDRESS/ BILLING ADDRESS	NTPC Consignee Plants as per Details mentioned in GeM Bid
27.0	Bid to be addressed to	AGM(C&M)-CPG-1 NTPC Limited, Western Region II Headquarters, Plot No-87, Sector-24, Atal Nagar, Naya Raipur, Raipur Chhatisgarh-492018 Email:- usgupta01@ntpc.co.in / dppradhan@ntpc.co.in
28.0	CONTACT PERSONS / ADDRESS	Sr. Manager(C&M)-CPG-1/AGM (C&M)-CPG-1 NTPC Limited, Western Region II Headquarters, Plot No-87, Sector-24, Atal Nagar, Naya Raipur, Raipur Chhatisgarh-492018
	E mail ID	gurpratapsingh@ntpc.co.in / dppradhan@ntpc.co.in



5. Buyer Added Bid Specific ATC

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

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---