

### Bid Document

<b>Bid Details</b>	
<b>Bid End Date/Time</b>	06-12-2022 18:00:00
<b>Bid Opening Date/Time</b>	06-12-2022 18:30:00
<b>Bid Offer Validity (From End Date)</b>	120 (Days)
<b>Ministry/State Name</b>	Pmo
<b>Department Name</b>	Department Of Atomic Energy
<b>Organisation Name</b>	Uranium Corporation Of India Limited
<b>Office Name</b>	Jaduguda
<b>Total Quantity</b>	38000
<b>Item Category</b>	Burnt Lime as per technical specification Annexure-I attached. (Q3)
<b>Minimum Average Annual Turnover of the bidder (For 3 Years)</b>	1049 Lakh (s)
<b>OEM Average Turnover (Last 3 Years)</b>	3497 Lakh (s)
<b>Years of Past Experience Required for same/similar service</b>	1 Year (s)
<b>MSE Exemption for Years Of Experience and Turnover</b>	Yes
<b>Startup Exemption for Years Of Experience and Turnover</b>	Yes
<b>Document required from seller</b>	Experience Criteria,Past Performance,Bidder Turnover,Certificate (Requested in ATC),OEM Authorization Certificate,OEM Annual Turnover *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
<b>Past Performance</b>	30 %
<b>Bid to RA enabled</b>	No
<b>Time allowed for Technical Clarifications during technical evaluation</b>	2 Days
<b>Evaluation Method</b>	Total value wise evaluation

#### EMD Detail

Advisory Bank	State Bank of India
EMD Amount	3496760

**ePBG Detail**

Advisory Bank	State Bank of India
ePBG Percentage(%)	3.00
Duration of ePBG required (Months).	18

(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:**

Manager Accounts

Uranium Corporation of India Ltd. PO : Jaduguda Mines Dist. : East Singhbhum Jharkhand Pin 832102

(Uranium Corporation Of India Ltd.)

**Splitting**

Splitting Applied	Yes
Maximum No. Of Bidders Amongst Which Order May Be Split	3

**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. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
4. Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OEM {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU / Public Listed Company for number of Financial years as indicated above

in the bid document before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the Financial year. In case of bunch bids, the category of primary product having highest value should meet this criterion.

5. OEM Turn Over Criteria: The minimum average annual financial turnover of the OEM of the offered product during the last three years, ending on 31st March of the previous financial year, should be as indicated 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 OEM 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.

6. 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.

7. 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.

8. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 30% of bid quantity, in at least one of the last three Financial years before the bid opening date to any Central / State Govt Organization / PSU / Public Listed Company. Copies of relevant contracts (proving supply of cumulative order quantity in any one financial year) to be submitted along with bid in support of quantity supplied in the relevant Financial year. In case of bunch bids, the category related to primary product having highest bid value should meet this criterion.

**Excel Upload Required:**

Format of Break-up of quoted Unit Price - [1668166724.xlsx](#)

**Burnt Lime As Per Technical Specification Annexure-I Attached. ( 38000 metric tonne )**

**(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)**

Whether Price Variation Clause applicable?	Price Variation Clause	Price Variation Clause used in document
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Yes	<p>PRICE VARIATION CLAUSE: a) PVC on material cost : i) Price of Burnt Lime will be adjusted on account of changes (increase &amp; decrease) in the cost of Petroleum Coke / Coking coal used by the manufacturer for making the supplied material subject to submission of documentary proof. Documentary proof for these changes shall be copy of invoice cum challan of M/s. Reliance Industries Ltd. for Petro Coke and for coking coal, the invoice cum challan of Coal India Ltd. or its subsidiary. ii) You shall submit a copy of Invoice cum challan of M/s. Reliance Industries Ltd. / M/s Coal India Ltd. as documentary proof of Petro coke / Coking coal price on the basis of which quotation has been submitted. The recent price of Reliance Petro coke / Coking coal of M/s Coal India Ltd. before the due date of submission shall be taken as basis for offered rate. iii) Formula for adjustment of burnt lime price shall be Increase / decrease in material price per MT = ¼ (one fourth) of increase / decrease in cost of petro coke or coking coal per MT. iv) PVC will not be applied if the change in price of petro coke / coking coal is less than 5% of the previous price. v) The change in the price of material will be applicable on supplies of material made after one week from the date of submission of document of increase / decrease. vi) You should submit once in every month a certificate that there is no downward revision of Petro coke / coking coal price than the billed rate. b) PVC on transportation cost : i) PVC based on variation in price of diesel only will be payable as per the given formula : Variation / ton = T X 0.3 X (P-Q)/Q Where, T = Transportation Cost P = New Diesel Price Q = Base Diesel Price. Base Diesel Price : Shall mean the diesel price on the date of the offer or the HSD rate on which the escalation was last calculated. ii) Separate bill for claim of PV is to be submitted, if applicable on monthly basis iii) PVC will not be applied if the change in price of diesel is less than Re. 1.00 (Rupee one) per litre on base diesel price. iv) Documentary evidence of HSD price has to be submitted alongwith claim of P.V.C &amp; also with offer.</p>	b 5 5 5 5 c 6 4 1 7 4 0 4 0 1 2 9 8 4 e 5f 6 2 5 7 4 5 8 5 4 b. p df
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Brand Type	Unbranded
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**Technical Specifications**

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

S.No.	Consignee/Reporting Officer	Address	Delivery Schedule (In number of days from contract start days)		
			Quantity	Delivery to start after	Delivery to be completed by
1	Supriyo Sarkar	832102,UCIL JADUGUDA STORE CHIEF SUPERINTENDENT STORE AT/PO-JADUGUDA MINES MAIN BUILDING URANIUM CORPORATION OF INDIA LTD Ph No : 9431139916	1250	5	30
			1250	35	60
			1250	65	90
			1250	95	120
			1250	125	150
			1250	155	180
			1250	185	210
			1250	215	240
			1250	245	270
			1250	275	300
			1250	305	330
			1250	335	360

S.No.	Consignee/Reporting Officer	Address	Delivery Schedule (In number of days from contract start days)		
			Quantity	Delivery to start after	Delivery to be completed by
2	Sheikh Mohammed Shamim	832107,UCIL TURAMDIH STORE UCIL TURAMDIH MINES , PO-SUNDARNAGER , DIST-EAST SINGHBHUM,JAMSHEDPUR JHARKHAND Ph no : 8789648210	1900	5	30
			1900	35	60
			1900	65	90
			1900	95	120
			1900	125	150
			1900	155	180
			1900	185	210
			1900	215	240
			1900	245	270
			1900	275	300
			1900	305	330
			2100	335	360

## Buyer Added Bid Specific Terms and Conditions

### 1. Scope of Supply

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

### 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

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. 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): Not Required  
Post Receipt Inspection at consignee site before acceptance of stores: Inspection at UCIL site will be final

### 5. 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.

#### 6. **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.

#### 7. **Forms of EMD and PBG**

Bidders can also submit the EMD with Account Payee Demand Draft in favour of URANIUM CORPORATION OF INDIA LIMITED payable at State Bank of India Jaduguda/Jamshedpur.

Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

#### 8. **Forms of EMD and PBG**

Successful Bidder can submit the Performance Security in the form of Account Payee Demand Draft also (besides PBG which is allowed as per GeM GTC). DD should be made in favour of URANIUM CORPORATION OF INDIA LIMITED payable at State Bank of India Jaduguda/Jamshedpur. After award of contract, Successful Bidder can upload scanned copy of the DD in place of PBG and has to ensure delivery of hard copy to the original DD to the Buyer within 15 days of award of contract.

#### 9. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

### **INSTRUCTION FOR THE BIDDERS:**

**A. The bidder shall fill the Price Breakup of unit rate in excel sheet as given with GeM bid. Then bidder shall take printout & after signing this hard copy duly filled upload its scan copy as financial document for Price Breakup submission of unit rate in GeM portal.**

**B. The bidder shall quote the same Total landed cost per unit as quoted in 'M' in the excel sheet block for quoting unit price of item in GeM.**

### **ADDITIONAL TERMS & CONDITIONS**

- 1) **SCOPE OF SUPPLY:** Supply of Burnt Lime at our Jaduguda and Turamdih site including loading, unloading, unpacking, discharging into the hopper and empty bags to be stacked after making bundle. Removal of scrap/empty lime bags shall be under supplier's scope.
  - Jaduguda site is approx. 25 Kms from Tatanagar Railway station.
  - Turamdih site is approx. 06 Kms from Tatanagar Railway station.
- 2) Bidders shall submit their offer strictly as per specification and Scope given in the bid, Bidders shall also comply additional specification (if any) given in the bid, failing which offer will liable to be rejected. Conditional offer will also liable to be rejected.
- 3) **QUANTITY:**

For Jaduguda : 15,000 MT  
For Turamdih : 23,000 MT

4) **DELIVERY SCHEDULE:** As mentioned in bid document. However delivery quantity in each lot may vary by 10%.

5) **SPLITTING OF ORDER:** To ensure smooth supply, effort will be made to split the quantity of Burnt Lime on L1(Lowest),L2(Second Lowest) and L3 (Third lowest) bidders in the ratio of 50% , 30% and 20% respectively, subject to matching of L1 bidder's rate by the L2 & L3 bidders. However, incase L2 & L3 bidders does not match the L1 bidder's rate then same opportunity will be given to L4 bidder to match L1 bidder's rate and so on. If none of the bidder agree to match L1 bidder's rate then order for 100% quantity will be awarded on L1 bidder.

**However MSE/MII and Gem splitting rules shall prevail over the said splitting clause and subsequent to price bid opening and during the time of splitting of order quantity, options allowed by Gem portal for splitting of quantity shall be applicable and binding to the participated bidders.**

6) **Make in India( MII):**

**In case of 'Class-I local supplier / Class-II local Supplier, bidder shall indicate percentage of local content and provide necessary certification ( in line with GOI ORDER NO. P-45021/2/2017-PP (BE-II) DATED 16.09.2020 with latest amendment) that the offered item meets the local content requirement for class-I local supplier' / class-II local supplier / Non local supplier, as the case may be.**

Purchase preference for local supplier will be applicable as per Govt. guidelines in vogue. Parties claiming preference shall submit supporting documents along with their offer as mentioned above.

7) **PRICE VARIATION CLAUSE:**

PRICE VARIATION CLAUSE:

a) PVC on material cost :

i) Price of Burnt Lime will be adjusted on account of changes (increase & decrease) in the cost of Petroleum Coke / Coking coal used by the manufacturer for making the supplied material subject to submission of documentary proof.

Documentary proof for these changes shall be copy of invoice cum challan of M/s. Reliance Industries Ltd. for Petro Coke and for coking coal, the invoice cum challan of Coal India Ltd. or its subsidiary.

ii) You shall submit a copy of Invoice cum challan of M/s. Reliance Industries Ltd. / M/s Coal India Ltd. as documentary proof of Petro coke / Coking coal price on the basis of which quotation has been submitted. The recent price of Reliance Petro coke /Coking Coal of M/s Coal India Ltd. before the due date of submission shall be taken as basis for offered rate.

iii) Formula for adjustment of burnt lime price shall be

Increase / decrease in material price per MT =  $\frac{1}{4}$  (one fourth) of increase / decrease in cost of petro coke or coking coal per MT.

iv) PVC will not be applied if the change in price of petro coke / coking coal is less than 5% of the previous price.

v) The change in the price of material will be applicable on supplies of material made after one week from the date of submission of document of increase / decrease.

vi) You should submit once in every month a certificate that there is no downward revision of Petro coke / coking coal price than the billed rate.

b) PVC on transportation cost :

i) PVC based on variation in price of diesel only will be payable as per the given formula :

$$\text{Variation / ton} = T \times 0.3 \times (P-Q)/Q$$

Where, T = Transportation Cost



P = New Diesel Price  
Q = Base Diesel Price.

Base Diesel Price : Shall mean the diesel price on the date of the offer or the HSD rate on which the escalation was last calculated.

- ii) Separate bill for claim of PV is to be submitted, if applicable on monthly basis
- iii) PVC will not be applied if the change in price of diesel is less than Re. 1.00 (Rupee one) per litre on base diesel price.
- iv) Documentary evidence of HSD price has to be submitted alongwith claim of P.V.C & also with offer.

8) **PENALTY ON DELIVERY SCHEDULE:**

If a party fails to maintain delivery schedule in a particular months, the shortfall quantity can be supplied in the next month. Even if the party fails to maintain the delivery schedule as well as shortfall quantity following deduction will be done from their running bill.

Shortfall Quantity	Deduction on landed cost
Up to 10%	No deduction
>10% - 20%	5%
>20% - 30%	15%
>30% - 40%	20%

9) **PRO-RATA PENALTY FOR available CaO CONTENT :**

- a) Full payment will be made for consignments of material analyzing available CaO content more than 70%.
- b) Deduction as detailed below will be applied on consignments of material analyzing available CaO content less than 70% but more than or equal to 55% on landed cost basis.

Available CaO content	Deduction
Below 70% and upto 65%	Single prorata deduction on landed cost
Below 65% and upto 60%	One & half times of the prorata on landed cost
Below 60% and upto 55%	Double prorata deduction on landed cost

- c) Flat rate of deduction on landed cost as detailed below will be made on consignments of material analyzing less than 55% available CaO.

Available CaO content	Deduction
Below 55%	85% of landed cost.

10) **SPECIAL CONDITIONS :**

- a. Minimum 90% of material shall be in between 1" to 2.5" & maximum 10% may be smaller than 1" size.

- b. If more than 10% of consignments in a month contains less than 55% available CaO, the Corporation reserves the right to cancel the order.
- c. Payment will be made based on the analysis of every individual consignment.
- d. Analysis report of material analyzing below 55% available CaO will be given to your representative available at the site by hand or will be sent to you by e-mail within 10 days of supply.
- e. Analysis of available CaO will be done as per IS-1514 ( Part-I)1990 by Sugar Method.
- f. Material supplied will not be returned under any circumstances but payment for the material will be made after deductions as indicated above.
- g. If monthly supplied quantity is less than 70% of delivery schedule for 2 consecutive month, the corporation reserves the right to terminate the contract & forfeit the security deposit & prohibit the party from participating in its future tenders.
- h. Sample of material will be collected by installed sampler in the plant. On event of its breakdown or unavailability, manual sample will be collected during unloading from every 20th bag in presence of party's representative.
- i. The Corporation may impose an additional penalty / deduction of 10% of landed cost (based on quality) on event of variation in size than specified.

11) **TEST REPORT:** The material supplied by you shall be analysed in our Lab. & our test report shall be treated as final & binding. The analysis value will be rounded of to the nearest integer (0.5 and above will be rounded off to the next higher integer). Reanalysis of already collected samples from consignment with reported value of below 55% Available CaO only may be carried out in our laboratory in presence of your representative within 15 days of reporting of the analysis upon written request. In the event of non-receipt of request for re-analysis within the stipulated period or non-reporting of your representative on prefixed date for re-analysis, our earlier report will be treated as final. In the event of re-analysis, the higher of the two values will be binding. Reanalysis will be carried out on chargeable basis as per company's prevailing rate.

12) **DEVIATION OF ORDER QUANTITY:** Up to 10% variations in the execution of purchase order of the total order value for sanctioned order value is allowed without issue of amendment / revision in the purchase order.

13) **Related Party Clause:** Subsequent to bid opening, if it is found that bids submitted by related parties in which there seems to be collusion are liable to be rejected. Parties are considered to be related if one party has ability to control the other party or exercise significant influence over the other party in making financial and / or operating decision.

14) **LIQUIDATED DAMAGE (LD):** Liquidated Damages (LD) shall be levied on monthly shortfall quantity where reasons are attributable to supplier / contractors for delays in execution of purchase order / contract. LD shall be levied @ 0.5% per week or part thereof on the value of unfinished supply / work order for each week of delay subject to a maximum of 5% of the total value of contract. (excluding Taxes and Duties).

15) For the portion of delay which is attributable to UCIL / force majeure or to the supplier / contractor, the case shall be dealt with as follows :

**A. Delay attributable to UCIL / Force majeure**

LD	Not Applicable
Taxes & Duties	Any increase in taxes and duties on account of statutory increase, fresh imposition of any duty or taxes which take place during such extended period shall be admissible.

Price Variation	Price variation , if indicated in the Work Order/ Purchase Order , shall be applicable during such extended period
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**B. Delay attributable to Supplier / Contractor**

LD	Applicable
Taxes & Duties	Increase / fresh imposition of taxes and duties during the extended period will be to the account of the supplier/contractor.  Any decrease in taxes and duties during the extended period will be availed by UCIL
Price Variation	Price variation, if indicated in the contract will be applicable for the work performed within the scheduled period of contract.  For work executed during the extended delivery period, the rates as prevailing on the last day of the scheduled contract period only may be paid. De-escalation / reduction, if any, which takes place, shall have to be passed on to UCIL

- 16) **Earnest Money deposit:** Bidders who are not exempted for EMD as per GEM exemption rule, has to upload scanned copy of EMD document and hard copy of the same must be sent within 05 days of bid end date to the following address:

**Addl.Suptd.(Mech)Purchase, Purchase department Group-2, Uranium Corporation of India Limited, P.O.Jaduguda Mines, East Singhbhum, Jharkhand -832102**

- 17) **Pre Contract Integrity Pact:** As per format enclosed.

**Note:**

- a) Material is required to be supplied on FOR-destination basis duly unloaded & insured basis.
- b) As staggered delivery schedule clause given in the bid document, hence offline calculation of LD will be done by Paying authority during the time of making payment to the supplier.

**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 specifications 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. Also, GeM does not permit collection of Tender fee / Auction fee in case of Bids / Forward Auction as the case may be. Any stipulation by the Buyer seeking payment of Tender Fee / Auction fee through ATC clauses would be treated as null and void.

[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---**