



RailTel Corporation of India Limited

रेलटेल कॉर्पोरेशन ऑफ इंडिया लिमिटेड

तीसरी और 16 वीं मंजिल, चटर्जी अंतर्राष्ट्रीय केंद्र,
-33ए जवाहरलाल नेहरू रोड
कोलकाता - 700071

Name of the Work (कार्यकानाम)

Supply, Installation & Commissioning of Air conditioner
एयर कंडीशनर की आपूर्ति, स्थापना और कमीशनिंग

Tender Notice (निविदा सूचना)

GEM Tender No: GEM/2021/B/1169139 dt.13.04.2021

GEM निविदा नं: GEM/2021/B/1169139 dt.13.04.2021

Name of the Work (कार्यकानाम)

Supply, Installation & Commissioning of Air conditioner
एयर कंडीशनर की आपूर्ति, स्थापना और कमीशनिंग

Details (विवरण)

a.	Start date for downloading the Tender निविदा डाउनलोड करने की तारीख शुरू करें	13.04.2021
b.	Closing date for downloading the Tender निविदा डाउनलोड करने की अंतिम तिथि	04.05.2021 15:00 hrs
c.	Date of Opening of Bids बोलियों के खुलने की तिथि	04.05.2021 15:30 hrs
d.	Estimated cost of Tender निविदा की अनुमानित लागत	Rs. 7,20,000.00
e.	Earnest Money Deposit (EMD) बयाना राशि	Rs. 14,400.00
f.	GEM Bid Link GEM बोली लिंक	https://bidplus.gem.gov.in/bidlists?search_param=bidNo&search_by=GEM%2F2021%2FB%2F1169139

Territory Manager /Raipur

क्षेत्र महाप्रबंधक / रायपुर

Railtel Corporation of India Limited

रेलटेल कॉर्पोरेशन ऑफ इंडिया लिमिटेड

Bid Document

Bid Details	
Bid End Date/Time	04-05-2021 15:00:00
Bid Opening Date/Time	04-05-2021 15:30:00
Bid Life Cycle (From Publish Date)	90 (Days)
Bid Offer Validity (From End Date)	65 (Days)
Ministry/State Name	Ministry Of Railways
Department Name	Na
Organisation Name	Railtel Corporation Of India Ltd
Office Name	Railtel Corporation Of India Ltd Kolkata
Total Quantity	16
Item Category	Air Conditioner-IS 1391
Minimum Average Annual Turnover of the Bidder	4 Lakh (s)
OEM Average Turnover (Last 3 Years)	4 Lakh (s)
Years of Past Experience required	2 Year (s)
MSE Exemption for Turnover	Yes
Startup Exemption for Turnover	Yes
Document required from seller	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
Past Performance	40 %
Bid to RA enabled	No
Time allowed for Technical Clarifications during technical evaluation	4 Days
Inspection Required	No
Estimated Bid Value	720000
Evaluation Method	Total value wise evaluation

EMD Detail

Advisory Bank	State Bank of India
EMD Percentage(%)	2.00
EMD Amount	14400

ePBG Detail

Advisory Bank	State Bank of India
---------------	---------------------

ePBG Percentage(%)	3.00
Duration of ePBG required (Months).	14

(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:

Asstt.GM/ Tech.

RailTel corporation of India Ltd Kolkata, 3rd Floor, Chatterjee International Centre, 33A Jawaharlal Nehru Road, Kolkata - 700 071.

(Puthenpurackal Devasia James)

Splitting

Bid splitting not applied.

MII Purchase Preference

MII Purchase Preference	Yes
-------------------------	-----

MSE Purchase Preference

MSE Purchase Preference	Yes
-------------------------	-----

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". If the bidder is OEM of the offered products, it would also be exempted from the "OEM Average Turnover" criteria. 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". If the bidder is OEM of the offered products, it would also be exempted from the "OEM Average Turnover" criteria. 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. 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.

9. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 40% 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.

10. Inspection of Stores by Nominated Inspection Authority / Agency of buyer or their authorized representatives

An independent third party Professional Inspection Body can help buyer in mitigating buyer's risk with pre-dispatch/post-dispatch inspection in order to ensure that equipment, components, solutions and documentation conform to contractual requirements. The buyer has a right to inspect goods in reasonable manner and within reasonable time at any reasonable place as indicated in contract. Inspection Fee/ Charges (as pre-greed between buyer and Inspection Agency) would be borne by the buyer as per their internal arrangement but may be recovered from the seller if the consignment failed to conform to contractual specification and got rejected by the Inspection Officer. If so requested and accepted by the seller, initially seller may pay for inspection charges as applicable and get the same reimbursed from buyer if consignment accepted by the Inspecting Officer. For reimbursement seller has to submit proof of payment to Inspection Agency.

Seller/OEM shall send a notice in writing / e-mail to the Inspecting officer / inspection agency specifying the place of inspection as per contract and the Inspecting officer shall on receipt of such notice notify to the seller the date and time when the stores would be inspected. The seller shall, at his own expenses, afford to the Inspecting officer, all reasonable facilities as may be necessary for satisfying himself that the stores are being and or have been manufactured in accordance with the technical particulars governing the supply. The decision of the purchaser representative /inspection authority regarding acceptance / rejection of consignment shall be final and binding on the seller.

The Seller shall provide, without any extra charge, all materials, tools, labour and assistance of every kind which the Inspecting officer may demand of him for any test, and examination, other than special or independent test, which he shall require to be made on the seller's premises and the seller shall bear and pay all costs attendant thereon.

The seller shall also provide and deliver store / sample from consignment under inspection free of charge at any such place other than his premises as the Inspecting officer may specify for acceptance tests for which seller/OEM does not have the facilities or for special/ independent tests.

In the event of rejection of stores or any part thereof by the Inspecting officer basis testing outside owing to lack of test facility at sellers premises, the seller shall, on demand, pay to the buyer the costs incurred in the inspection and/or test. Cost of test shall be assessed at the rate charged by the Laboratory to private persons for similar work.

Inspector shall have the right to put all the stores or materials forming part of the same or any part thereof to such tests as he may like fit and proper as per QAP/governing specification. The seller shall not be entitled to object on any ground whatsoever to the method of testing adopted by the Inspecting officer.

Unless otherwise provided for in the contract, the quantity of the stores or materials expended in test will be borne by seller.

Inspecting officer is the Final Authority to Certify Performance / accept the consignment. The Inspecting officer's decision as regards the rejection shall be final and binding on the seller.

The seller shall if so required at his own expense shall mark or permit the Inspecting officer to mark all the approved stores with a recognised Government or purchaser's mark.

Air Conditioner-IS 1391 (16 pieces)

(Minimum 50% Local content required for MII compliance)

Brand Type	Registered Brand
------------	------------------

Technical Specifications

* As per GeM Category Specification

Specification	Specification Name	Bid Requirement (Allowed Values)
CAPACITY / GENERIC	Type of Air conditioner	High wall Split AC
	Technology of AC	Inverter (Variable Speed)
	Nominal cooling capacity in Ton / (kcal/hr)	2.0 Ton / 6000 kcal/hr
	Coil Material	Copper
	Eco-friendly refrigerant	Yes
	Minimum length of copper pipe and suitable connecting electrical cable for installation and commissioning	5 metre
CONFORMITY / CERTIFICATION	BEE Star Rating	5
WARRANTY	Warranty on Machine	1.0
	Warranty on Compressor	5, 6, 7, 8, 9, 10 Or higher
INSTALLATION	Installation and commissioning	With Installation and Commissioning

Additional Specification Parameters - Air Conditioner-IS 1391 (16 pieces)

Specification Parameter Name	Bid Requirement (Allowed Values)
Metallic Mount for Air-conditioner	Supply shall include metallic mount for indoor and outdoor unit of Air conditioner.
Refrigerant pipe & Drain pipe	Supply include 5 mtr. copper refrigerant pipe and 5 mtr. drain pipe with each air-conditioner
Installation & commissioning	The bid shall include installation of Air conditioners at the locations indicated in the Bid Specific Additional Scope of Work

* Bidders offering must also comply with the additional specification parameters mentioned above.

Consignees/Reporting Officer and Quantity

--	--	--	--	--

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Ravi Kumar	495001,RailTel Corporation of India limited Microwave Building, Wireless Colony, Railway Area, Bilaspur (C.G.)- 495001 M +919752091537	16	45

Buyer added Bid Specific Additional Scope of Work

S.No.	Document Title	Description	Applicable i.r.o. Items
1	Installation Locations View	Installation locations address and contact person	Air Conditioner-IS 1391(16)

The uploaded document only contains Buyer specific Additional Scope of Work and / or Drawings for the bid items added with due approval of Buyer's competent authority. Buyer has certified that these additional scope and drawings are generalized and would not lead to any restrictive bidding.

Special terms and conditions-Version:1 effective from 04-05-2020-Version:1 effective from 04-05-2020-Version:1 effective from 04-05-2020-Version:1 effective from 04-05-2020-Version:1 effective from 04-05-2020 for category Air Conditioner-IS 1391

1.Scope of installation and Commissioning for Cassette AC

- 1.Mounting/Fitting of indoor and outdoor units at the respective locations after cutting the false ceiling / drilling holes into the roof, if required.
- 2.Laying of refrigerant piping and connecting with indoor and outdoor units after drilling hole/holes in the wall, if required.
- 3.Charging Refrigerant gas in the unit.
- 4.Suitable electric wiring between indoor unit and switch upto 3 meters length.
- 5.Testing for satisfactory working without any abnormal noise as well as leakage test of entire system.

2.Following are not included in the scope of supply for Cassette AC:

- 1.Refrigerant pipe of required length.
- 2.Set of 4 nos. of Rods for fixing Cassette AC to the roof.
- 3.Chiselling / Ducting / grooving for concealing the Refrigerant piping / cabling.
- 4.Switches/ Sockets / Plug Tops / Voltage Stabilizer.

3.Scope of installation and Commissioning for Floor Standing Split AC

- 1.Mounting/Fitting of indoor and outdoor units at the respective locations.
- 2.Laying of refrigerant piping and connecting with indoor and outdoor units after drilling hole/holes in the wall, if required.
- 3.Charging Refrigerant gas in the unit.
- 4.Suitable electric wiring between indoor unit and switch upto 3 meters length.
- 5.Testing for satisfactory working without any abnormal noise as well as leakage test of entire system.

4.Following are not included in the scope of supply for Floor Standing Split AC

- 1.Refrigerant pipe of required length.
- 2.Chiselling / Ducting / grooving for concealing the Refrigerant piping / cabling.
- 3.Switches/ Sockets / Plug Tops / Voltage Stabilizer.

- 5.Buyers shall ensure that wherever they opt for Air Conditioner 'with installation at Extra Cost', they have to select separately priced installation at extra cost. Similarly, the buyers may also order separately priced accessories for Air Conditioners such as Metallic mount, Set of Hanging Rods for Cassette AC, Drain pipe, Extra Refrigerant Pipe, Extra Electric Cable.

6.In addition to general terms and conditions of the GeM following special T&C shall be applicable:

- 1."Refrigerant Pipe / Refrigerant Piping", wherever is referred in this document, means, "Set of two copper pipes one for suction other for discharge with suitable insulation for carrying the Refrigerant along with suitable connecting electrical cable".
- 2.The Scope of installation and Commissioning for different types of Air Conditioners when opted by the buyer shall be as under: Scope of installation and Commissioning for Window AC :-
 - 1.Mounting/Fitting of Window AC, with necessary alignment work, in already made window frame.
 - 2.Suitable electric wiring upto 3 meters length between Window AC and Power Socket / voltage stabilizer.
 - 3.Testing for satisfactory working without any abnormal noise as well as leakage test of entire system.
- 3.Following are not included in the scope of supply for Window AC:
 - 1.Carpentry work for making the window frame and fixing of wooden frame.
 - 2.Switches/ Sockets / Plug Tops / Voltage Stabilizer.
- 4.Scope of installation and Commissioning for High wall Split AC :-

1. Mounting/Fitting of indoor and outdoor units at the respective locations.
2. Laying of refrigerant piping and connecting with indoor and outdoor units after drilling hole/holes in the wall, if required.
3. Charging Refrigerant gas in the unit.
4. Suitable electric wiring between indoor unit and switch upto 3 meters length.
5. Testing for satisfactory working without any abnormal noise as well as leakage test of entire system.
5. Following are not included in the scope of supply for High wall Split AC:
 1. Chiselling / Ducting / grooving for concealing the Refrigerant piping / cabling.
 2. Switches/ Sockets / Plug Tops / Voltage Stabilizer.

Buyer Added Bid Specific Additional Terms and Conditions

1. Actual delivery (and Installation & Commissioning (if covered in scope of supply)) is to be done at following address Hathbandh Rly. Station, Mahasamund Rly. Station, Harishankar Rd Rly. Station, Lanjigarh Rly. Station, Nawapada Rly. Station, Titlagarh Rly. Station - Beside DSTE (S&T) Office, Muniguda Rly. Station, Pendra Road Rly. Rptr., Raipur - Kharun Vihar, Engineering Colony, Bilaspur-Near DRM Office, Anuppur Rly. Rptr., Shahdol Rly. Rptr., Umaria, Rly. Repeater..
2. **Bidder financial standing:** The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.
3. 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 %.
4. Installation, Commissioning, Testing, Configuration, Training (if any - which ever is applicable as per scope of supply) is to be carried out by OEM / OEM Certified resource or OEM authorised Reseller.
5. **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.
6. **Upload Manufacturer authorization:** Wherever Authorised Distributors are submitting the bid, Manufacturers Authorisation Form (MAF)/Certificate with OEM details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid.
7. 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. **Pre-dispatch inspection at Seller premises (Fee/Charges to be borne by the BUYER):** 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. Fee/Charges taken by the External inspection Agency and any external laboratories testing charges shall be borne by the Buyer. For in-house testing, the Sellers will provide necessary facilities free of cost. Seller shall notify the Buyer through e-mail about readiness of goods for pre-dispatch inspection and Buyer will notify the Seller about the Authorized Representative/ Nominated External Inspection Agency and the date for testing. 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. While bidding, the sellers should take into account 7 days for inspection from the date of email offering the goods for inspection. Any delay in inspection beyond 7 days shall be on the part of the buyer and shall be regularised without Liquidated Damages.
When there is requirement of submission the advance sample, the seller shall inform the buyer promptly through emails about the date of submission of sample to the buyer nominated Inspection agency.
9. 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.
10. Bidders shall quote only those products in the bid which are not obsolete in the market and has at least 5 years residual market life i.e. the offered product shall not be declared end-of-life by the OEM before this period.
11. The Bidder / OEM {themselves or through reseller(s)}, should have executed project for supply and installation / commissioning of same or similar Category Products during preceding 3 financial years (i.e. current year and three previous financial years) as on opening of bid, as per following criteria:

- (i) Single order of at least 35% of estimated bid value; or
 - (ii) Two orders of at least 20% each of estimated bid value; or
 - (iii) Three orders of at least 15% each of estimated bid value.
- Satisfactory Performance certificate issued by respective Buyer Organization for the above Orders should be uploaded with bid. In case of bunch bids, the Category related to primary product having highest bid value should meet this criterion
12. Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.
 13. Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.
 14. Warranty period of the supplied products shall be 1 years from the date of final acceptance of goods or after completion of installation, commissioning & testing of goods (if included in the scope of supply), at consignee location. OEM Warranty certificates must be submitted by Successful Bidder at the time of delivery of Goods. The seller should guarantee the rectification of goods in case of any break down during the guarantee period. Seller should have well established Installation, Commissioning, Training, Troubleshooting and Maintenance Service group in INDIA for attending the after sales service. Details of Service Centres near consignee destinations are to be uploaded along with the bid.
 15. Bidders can also submit the EMD with Banker's Cheque in favour of RailTel Corporation of India Ltd. payable at Kolkata.
Bidder has to upload scanned copy / proof of the BC along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.
 16. Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name RailTel Corporation of India Ltd. Account No. 38541405681 IFSC Code SBIN0001054 Bank Name State Bank of India Branch address 34 Jawaharlal Nehru Road, Kolkata - 700 071.
Bidder to indicate bid number and name of bidding entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer along with bid.

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---