

Bid Document

Bid Details	
Bid End Date/Time	30-07-2022 11:00:00
Bid Opening Date/Time	30-07-2022 11:30:00
Bid Offer Validity (From End Date)	70 (Days)
Ministry/State Name	Ministry Of Finance
Department Name	Department Of Economic Affairs
Organisation Name	Security Printing And Minting Corporation Of India Limited (spmci)
Office Name	Janpath
Total Quantity	20
Item Category	Shunt Power Capacitors of the Self-Healing Type for ac Systems as per IS:13340 (Part 1) (Q3)
Minimum Average Annual Turnover of the bidder (For 3 Years)	1 Lakh (s)
OEM Average Turnover (Last 3 Years)	1 Lakh (s)
Years of Past Experience Required for same/similar service	3 Year (s)
MSE Exemption for Years Of Experience and Turnover	Yes
Startup Exemption for Years Of Experience and Turnover	Yes
Document required from seller	Experience Criteria,Past Performance,Bidder Turnover,OEM Annual Turnover,Compliance of BoQ specification and supporting document *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
Primary product category	Shunt Power Capacitors of the Self-Healing Type for ac Systems as per IS:13340 (Part 1)
Time allowed for Technical Clarifications during technical evaluation	2 Days
Estimated Bid Value	171500
Evaluation Method	Item wise evaluation

EMD Detail

Required	No
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ePBG Detail

Required	No
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(a). The EMD % will be applicable for each schedule/group selected during Bid creation.

Splitting

Bid splitting not applied.

MII Purchase Preference

MII Purchase Preference	No
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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". 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. 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.

7. 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.

8. 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.

Evaluation Method (Item Wise Evaluation Method)

Contract will be awarded schedulewise and the determination of L1 will be done separately for each schedule. The details of item-consignee combination covered under each schedule are as under:

Evaluation Schedules	Estimated Value	Item/Category	Quantity
Schedule 1	115500	Shunt Power Capacitors Of The Self-healing Type For Ac Systems As Per Is:13340 (part 1)	10
Schedule 2	56000	Shunt Power Capacitors Of The Self-healing Type For Ac Systems As Per Is:13340 (part 1)	10

Shunt Power Capacitors Of The Self-Healing Type For Ac Systems As Per IS:13340 (Part 1) (10 pieces)

Brand Type	Registered Brand
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Technical Specifications

* As per GeM Category Specification

Specification	Specification Name	Bid Requirement (Allowed Values)
GENERIC	ISI Marked (If ISI marked "Yes" Select 2, If "Non ISI marked" select 1	2 Or higher
	Minimum Warranty (in Months)	12
RATING	Rated voltage of a capacitor unit (in Volts)	440
	No. of Phase (in Nos.)	3
	Rated frequency (in Hz) Numeric Mandatory, Filter, Golden	50

Specification	Specification Name	Bid Requirement (Allowed Values)
	Rated out put of capacitor unit (in KVAR)	50
	Capacitor losses (Total) , Maximum (in Watts per KVAR)	0.45
	Standard temperature category of a capacitor	-5/C
SAFETY	Maximum permissible a.c. voltage of a capacitor (hint: Refer Table 3 of IS:13340 (Part 1):2012)	1.0 times of rated voltage
	Lightning impulse voltage test between terminals and container (in kV, peak)	8
CONSTRUCTION	Other requirements	Disconnecter for Over pressure

Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Nitin Ramesh Chaudhari	400001,India Govt Mint, Shahid Bhagat Singh Marg Fort Mumbai , Maharashtra - 400001 India	10	15

Shunt Power Capacitors Of The Self-Healing Type For Ac Systems As Per IS:13340 (Part 1) (10 pieces)

Brand Type	Registered Brand
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Technical Specifications

* [As per GeM Category Specification](#)

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	Minimum Warranty (in Months)	12
RATING	Rated voltage of a capacitor unit (in Volts)	440

Specification	Specification Name	Bid Requirement (Allowed Values)
	No. of Phase (in Nos.)	3
	Rated frequency (in Hz) Numeric Mandatory, Filter, Golden	50
	Rated out put of capacitor unit (in KVAR)	25
	Capacitor losses (Total) , Maximum (in Watts per KVAR)	0.45
	Standard temperature category of a capacitor	-5/C
SAFETY	Maximum permissible a.c. voltage of a capacitor (hint: Refer Table 3 of IS:13340 (Part 1):2012)	1.0 times of rated voltage
	Lightning impulse voltage test between terminals and container (in kV, peak)	8
CONSTRUCTION	Other requirements	Disconnecter for Over pressure

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1	Nitin Ramesh Chaudhari	400001, India Govt Mint, Shahid Bhagat Singh Marg Fort Mumbai , Maharashtra - 400001 India	10	15

Buyer Added Bid Specific Terms and Conditions

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. Generic

Actual delivery (and Installation & Commissioning (if covered in scope of supply)) is to be done at following address INDIA GOVERNMENT MINT SHAHID BHAGATSINGH ROAD FORT MUMBAI 400001.

3. Turnover

Bidder Turn Over Criteria: 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 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. Generic

Bidders shall quote only those products in the bid which are not obsolete in the market and has at least 3 years residual market life i.e. the offered product shall not be declared end-of-life by the OEM before this period.

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. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

Qualification/Eligibility Criteria

I] Special Conditions of Contract (SCC)

1) Packing : As per Technical Specification of bid document.

2) Inspection and Quality Control:-

(i)The material supplied by the successful bidder will be accepted on manufacturer's test certificate from its own laboratory or a NABL Accredited laboratory of repute conforming to all parameters as per specification as stated in the bid document. The purchaser reserves the right to get the material supplied tested from in-house laboratory or any other NABL Accredited laboratory of repute and in case the material is found not meeting the specification, then the supplier will have to replace the material free of cost to India Govt. Mint, Mumbai or the purchaser shall be entitled to cancel the contract, and if so desired, purchase or authorize purchase of the stores at the risk and cost of the contractor.

3) Transportation of Domestic Goods: The transportation of goods to be procured will be done by the supplier on FOR IGMM Basis. The total cost of the transportation should also be indicated in the price bid of the item to be procured.

4) Warrantee Clause: 12 months

5) Option Clause: The purchaser reserve the right to increase the ordered quantity by 25% at any time till final delivery date of the contract, by giving reasonable notice even though the quantity ordered initially has been supplied in full before the last date of the delivery period.

6) Taxes and Duties : If the tenderer fails to include taxes and duties as per law of the land in the tender, no claim thereof will be considered by purchaser at a later stage.

II. Delivery Schedule :

15 DAYS FROM THE DATE OF ISSUE OF PURCHASE ORDER

III. Payment Terms: ON RECEIPT AND ACCEPTANCE OF GOOD AND PRODUCTION OF ALL

REQUIRED DOCUMENTS CERTIFIED BY COMPETENT AUTHORITY.

IV. Quality Control Requirements:

(a) The material supplied by the successful bidder will be accepted on manufacturer's test certificate from its own laboratory or a NABL Accredited laboratory of repute conforming to all parameters as per specification as stated in technical specification bid document. The purchaser reserves the right to get the material supplied tested from in-house laboratory or any other NABL Accredited laboratory of repute and in case the material is found not meeting the specification, then the supplier will have to replace the material free of cost to India Govt. Mint, Mumbai or the purchaser shall be entitled to cancel the contract, and if so desired, purchase or authorize purchase of the stores at the risk and cost of the contractor.

V. Qualification/ Eligibility Criteria:

1. Experience & Past Performance

Bidder firm should have supplied at least 08 EA or more Capacitor Banks in any one year during the last five years ending 31.03.2021

Note: 'Startups and Micro and Small Enterprises' are exempted from 'Experience and Past Performance Criteria'.

2. Capability - Equipment & Manufacturing Facilities:-

The Bidder must have an annual capacity to supply at least 08 EA or more Capacitor Banks.

3. Financial Standing:

i. The average annual financial turnover of the bidder during the last three years, ending on 31.03.2021 should be at least Rs.1,27,208/- (40% of the estimated Value)(or equivalent in foreign currency at exchange rate prevalent on the Relevant Date) as per the annual report (audited balance sheet and profit & loss account) of the relevant period, duly authenticated by a Chartered Accountant/Cost Accountant in India or equivalent in relevant countries.

Note: 'Startups and Micro and Small Enterprises' are exempted from 'Average Annual Turnover Criteria'.

ii. The bidder should not have suffered any financial loss for more than one year during the last three years ending on 31.03.2021.

iii. The net worth of the Bidder should not be negative on 31.03.2021 and should not have eroded by more than 30% in the last three years, ending on 31.03.2021.

Note -The criteria for Capability, Equipment and Manufacturing facilities as well as financial loss and net worth under the financial standing eligibility criteria (above) shall be applicable to all the bidder firms including MSEs & Startups Firms.

VI. Bidder should quote prices inclusive of GST and all cost components such as Packing & Forwarding details, Freight & Insurance charges upto destination etc. on FOR India Government Mint, Mumbai (Maharashtra), India, basis only.

VII. The terms and conditions, guidelines of SPMCIL Procurement Manual Version 2.0 will be applicable to this bid at any stage to avoid any conflict at later stage. Kindly refer GIT and GCC of SPMCIL Procurement Manual Version 2.0 for additional terms and conditions as per the links given below:

GIT: <http://www.spmcil.com/spmcil/UploadDocument/GIT.pdf>.
GCC: <http://www.spmcil.com/spmcil/UploadDocument/GCC.pdf>.

VIII . Ministry of Finance, Department of Expenditure, Public Procurement Division, Orders (Public Procurement 1,2 and 3) F. No. 6/18/2019-PPD dated 23rd/ 24th July 2020 (or any further amendments thereof) regarding eligibility of bidders from specified countries shall be applicable to this tender. Bidders are required submit the appropriate undertaking in this regard. Salient features of this are:

(i) Any bidder from a country which shares a land border with India (excluding countries as listed in the website of Ministry of External Affairs, to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects) will be eligible to bid in this tender only if the bidder is registered with the Registration Committee constituted by the Department for promotion of Industry and Internal Trade (DPIIT). The bidders shall enclose following certificate in this regard.

"We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; and solemnly certify that we are not from such a country or, if from such a country, we are registered with the Competent Authority (copy enclosed). We hereby certify that we fulfill all requirements in this regard and are eligible to be considered."

(ii) In tenders for Turnkey contracts including works contracts, the successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is similarly registered with the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT). In such cases the bidders shall enclose following certificate:

"We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries;; and solemnly certify that we are not from such a country or, if from such a country, we are registered with Competent Authority (copy enclosed) and we will not subcontract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. We hereby certify that we fulfill all requirements in this regards and are eligible to be considered."

(iii) "Bidder" including the terms 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

(iv) "Bidder from a country which shares a land border with India" for the purpose of this Order means:-

- a) An entity incorporated, established or registered in such a country; or
- b) A subsidiary of an entity incorporated, established or registered in such a country; or
- c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
- d) An entity whose beneficial owner is situated in such a country; or

- e) An Indian (or other) agent of such an entity; or
- f) A natural person who is a citizen of such a country; or
- g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

(v) The beneficial owner for the purpose of (III) above will be as under:

a) In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more judicial person, has a controlling ownership interest or who exercise control through other means.

b) Explanation:

(1) "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company.

(2) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of Capital or profits of the partnership.

(3) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

(4) Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official.

(5) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

(vi) An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

IX. Undertaking

a. Undertaking for acceptance of Buyer Added Bid Specific Terms and conditions to be submitted duly sealed and signed.

b. Undertaking of acceptance for Buyer added scope of work to be submitted duly sealed and signed.

c. Undertaking of declaration that the bidder is not blacklisted/debarred for dealing by Government of India in the past

X. The Bidder has to submit documents as per the following Check list as given below along with the Technical bid Documents:

1	Documentary evidence towards Experience and past performance criteria as per clause V (1) above.
2	Documentary evidence towards Capability, equipment and manufacturing facilities as per clause V (2) above.
3	Documentary evidence towards Financial data i.e. audited Balance sheets and Profit & Loss account statements duly authenticated by a Chartered Accountant/ Cost Accountant in India of last three financial years i.e. FY 2018-2019, FY 2019-2020, FY 2020-2021 as per clause V (3) above against Financial Standing criteria .
4	Compliance to technical specifications with sealed and signed by authorized signatory.

5	Manufacturer's authorization in case of participating authorized representative only
6	Documentary evidence towards copy of PAN of bidder
7	Documentary evidence towards GST Registration Certificate of bidder
8	Undertaking towards land border sharing submission criteria given in clause VII mentioned above.
9	Documentary evidence against of EMD.
10	Documentary/undertaking against Make in India Status i.e. being a Class I/ Class II supplier with details of percentage.
11	MSE certificate/ Start up certificate if claiming for exemption against experience and turnover criteria and EMD only.
12	Acceptance to all terms and conditions of bid document.
13.	Undertaking towards clause VIII as mentioned above



7. Generic

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 3 years 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 year. In case of bunch bids, the primary product having highest value should meet this criterion.

8. Past Project Experience

For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:

- Purchase Order copy along with Invoice(s) with self-certification by the bidder that supplies against the invoices have been executed.
- Execution certificate by client with order value.
- Any other document in support of order execution like Third Party Inspection release note, etc.

9. Generic

Malicious Code Certificate:

The seller should upload following certificate in the bid:-

(a) This is to certify that the Hardware and the Software being offered, as part of the contract, does not contain Embedded Malicious code that would activate procedures to :-

- Inhibit the desires and designed function of the equipment.

- (ii) Cause physical damage to the user or equipment during the exploitation.
 - (iii) Tap information resident or transient in the equipment/network.
- (b) The firm will be considered to be in breach of the procurement contract, in case physical damage, loss of information or infringements related to copyright and Intellectual Property Right (IPRs) are caused due to activation of any such malicious code in embedded software.

10. **Financial Criteria**

NET WORTH: Net Worth of the OEM should be positive as per the last audited financial statement.

11. **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.

12. **Generic**

Products supplied shall be nontoxic and harmless to health. In the case of toxic materials, Material Safety Data Sheet may be furnished along with the material.

13. **Generic**

1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.

14. **Generic**

While generating invoice in GeM portal, the seller must upload scanned copy of GST invoice and the screenshot of GST portal confirming payment of GST.

15. **Warranty**

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.

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---