



Bid Number/बोली क्रमांक (बिड संख्या):

GEM/2024/B/4971506

Dated/दिनांक : 22-05-2024

**Bid Document/ बिड दस्तावेज़**

| Bid Details/बिड विवरण  |  |
|--|--|
| Bid End Date/Time/बिड बंद होने की तारीख/समय  | 01-06-2024 15:00:00  |
| Bid Opening Date/Time/बिड खुलने की तारीख/समय   | 01-06-2024 15:30:00  |
| Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)  | 180 (Days)   |
| Ministry/State Name/मंत्रालय/राज्य का नाम  | Ministry Of Defence  |
| Department Name/विभाग का नाम   | Department Of Defence Production   |
| Organisation Name/संगठन का नाम   | Advanced Weapons And Equipment India Limited   |
| Office Name/कार्यालय का नाम  | *****  |
| Total Quantity/कुल मात्रा  | 3516   |
| Item Category/मद केटेगरी   | FORE GRIP ASSY   |
| MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट   | No   |
| Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट   | No   |
| Document required from seller/विक्रेता से मांगे गए दस्तावेज़   | Certificate (Requested in ATC)<br>*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/बिड से रिवर्स नीलामी सक्रिय किया   | No   |
| Type of Bid/बिड का प्रकार  | Two Packet Bid   |
| Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय | 2 Days   |
| Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)                                      | No   |
| Evaluation Method/मूल्यांकन पद्धति   | Total value wise evaluation  |

**EMD Detail/ईएमडी विवरण**

|                             |                     |
|-----------------------------|---------------------|
| Advisory Bank/एडवाइजरी बैंक | State Bank of India |
| EMD Amount/ईएमडी राशि       | 36095               |

#### ePBG Detail/ईपीबीजी विवरण

|  |                     |
|--|---------------------|
| Advisory Bank/एडवाइजरी बैंक  | State Bank of India |
| ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)                               | 5.00                |
| Duration of ePBG required (Months) / ईपीबीजी की अपेक्षित अवधि (महीने). | 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./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित कैटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने हैं। एमएसई कैटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।

(b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

#### Beneficiary/लाभार्थी :

Rifle Factory Ishapore

West Bengal, Department of Defence Production, Advanced Weapons and Equipment India Limited, Ministry of Defence

(Rifle Factory Ishapore)

#### Splitting/विभाजन

Bid splitting not applied/बोली विभाजन लागू नहीं किया गया.

#### MII Purchase Preference/एमआईआई खरीद वरीयता

|  |     |
|--|-----|
| MII Purchase Preference/एमआईआई खरीद वरीयता | Yes |
|--|-----|

#### MSE Purchase Preference/एमएसई खरीद वरीयता

|   |     |
|---|-----|
| MSE Purchase Preference/एमएसई खरीद वरीयता | Yes |
|---|-----|

1. 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 .The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023.

[OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

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 25%(selected by Buyer) percentage of total QUANTITY.The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023

[OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

## FORE GRIP ASSY ( 3516 pieces )

**(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)**

### Technical Specifications/तकनीकी विशिष्टियाँ

|   |                          |
|---|--------------------------|
| Buyer Specification<br>Document/क्रेता विशिष्टि दस्तावेज़ | <a href="#">Download</a> |
|---|--------------------------|

### Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

| S.No./क्र. सं. | Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी | Address/पता | Delivery Schedule/डिलीवरी अनुसूची (In number of days from contract start days/अनुबंध प्रारम्भ होने की तारीख से दिनों की संख्या में ) |
|----------------|---|-------------|--|
|----------------|---|-------------|--|

| S.No./क्र. सं. | Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी | Address/पता            | Delivery Schedule/डिलीवरी अनुसूची (In number of days from contract start days/अनुबंध प्रारम्भ होने की तारीख से दिनों की संख्या में ) |  |  |
|----------------|---|------------------------|--|--|--|
| 1              | *****   | *****NORTH 24 PARGANAS | Quantit y/मात्रा   | Delivery to start after/प्रारंभ होने की तारीख से डिलीवरी | Delivery to be completed by/डिलीवरी _____तक पूरी कर ली जाए |
|                |   |                        | 1758   | 31   | 60   |
|                |   |                        | 1758   | 61   | 90   |

#### Buyer added Bid Specific Additional Scope of Work

| S.No.क्र.सं . | Document Title  | Description                                   | Applicable/रिवर्स प्रभार के अनुसार जीएसटी i.r.o. Items |
|---------------|---|---|--|
| 1             | General Financial Rules (GFRs)2017<br><a href="#">View</a>            | General Financial Rules (GFRs)2017            | FORE GRIP ASSY(3516)                                   |
| 2             | Local Content Declaration<br><a href="#">View</a>                     | Local Content Declaration                     | FORE GRIP ASSY(3516)                                   |
| 3             | Non disclosure Declaration Certificate<br><a href="#">View</a>        | Non disclosure Declaration Certificate        | FORE GRIP ASSY(3516)                                   |
| 4             | Public Procurement Policy for MSEs Order,2012<br><a href="#">View</a> | Public Procurement Policy for MSEs Order,2012 | FORE GRIP ASSY(3516)                                   |
| 5             | TENDER CLAUSE FOR ACCEPTANCE<br><a href="#">View</a>                  | TENDER CLAUSE FOR ACCEPTANCE                  | FORE GRIP ASSY(3516)                                   |
| 6             | TENDER DOCUMENTS<br><a href="#">View</a>                              | TENDER DOCUMENTS                              | FORE GRIP ASSY(3516)                                   |

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.

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

### 1. Generic

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

### 2. Scope of Supply

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

### 3. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

1. ED/RFI reserves the right to amend part or full tender qty. at any time.

2. ED/RFI reserves the right to increase 25% of the ordered qty. By operating option clause

3. Performance security deposit (PSD):

(a) the seller (successful bidder awarded contract shall deposit 5% of the total value of tender/contract value (including taxes & duties) as performance security deposit by way of account payee demand draft/banker's cheque/fixed deposit receipt from a commercial bank of India/bank guarantee in the prescribed format from a commercial Bank of India (for indigenous sellers)/ bank of international repute for which counter guarantee is given by Indian bank (for foreign sellers) within specified date (normally 30 days after notification of the award of contract/date of acceptance). Indemnity bonds may be accepted as PSD from central PSUs.

(b) PSD is not necessary for contracts valuing up to Rs. 10 lakhs.

(c) The PSD/performance bank guarantee should be valid for additional period of 60 days beyond the delivery date of completion of all contractual obligation including warranty period (if any). In the event of the contractual delivery period being extended by the buyer, the seller shall be responsible to ensure that the validity of the performance guarantee is also simultaneously extended and validated so that it is valid for additional period of 60 days beyond the new delivery date of completion of all contractual obligation including warranty period (if any).

(d) In the event of non-performance of the item and if seller fails to attend the defects within reasonable period of time, the PSD will be forfeited /the performance bank guarantee will be encashed. In case any claims or any other contract obligations are outstanding, the seller shall extend the performance bank guarantee as requested by the buyer till such time as the seller settles all claims and completes all contract obligations.

(e) Performance security deposit is initially to be given by the supplier for original supply order quantity without option clause quantity. PSD (without interest except FDR) for the original supply order quantity may be returned after 60 days of fulfillment of all contractual obligations of the original supply order quantity including warranty period (if any). Regarding option clause, PSD amount may be worked out based on option clause quantity. PSD for option clause quantity may be returned after 60 days of fulfillment of all contractual obligations of the option clause quantity including warranty period (if any).

(f) PSD will be submitted in favour of Rifle Factory Ishapore. A/c no.40463034252, Bank Name: Bank of India, Branch-Ishapore (01797), IFS Code-SBIN0001797. The Seller should send original

by of PSD to Factory /Unit concerned.

#### 4. Earnest money deposit:

**a)** EMD @3% of estimated value of the tender to be submitted in the form of account payee demand draft / fixed deposit receipt /banker's cheque / bank guarantee (in prescribed format) from any of the commercial banks / payment online as specified, on implementation). EMD should be valid for 30 days beyond the validity of the bid. Bank Details are as follows: A/c no.40463034252, Bank Name: State Bank of India, Branch-Ishapore (01797), IFS Code-SBIN0001797.EMD shall be submitted in favour of Rifle Factory Ishapore

**b)** EMD will not carry any interest for the period it is retained with buyer. EMD will be forfeited if a seller withdraws amends, impairs and/or derogates within validity period.

**c)** Offers not accompanied with requisite EMD shall be treated as rejected.

**d)** EMD is to be submitted by the bidders except micro and small enterprises (MSEs) having UAM number as defined in MSME procurement policy 2012 issued by department of micro, small and medium enterprises (MSME) or are registered with the Central Purchase Organisation or the concerned Ministry or Department (including OFs) or start-ups as recognised by the department of industrial policy and promotion (DIPP), irrespective of the store for which they are registered. EMD is also required from central PSUs.bidders/sellers exempted from submission of EMD must submit certified copy of Govt of India's authority for such exemption in lieu of EMD.

**e)** EMD of the technically rejected bidder shall be returned immediately after technical evaluation. EMD of balance unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30 day after award of contract/ finalization of the tender. The EMD of the successful bidder would be returned, without any interest whatsoever, after the receipt of PSD from them as called for in the consequent contract.

**f)** EMD not required for tender value less than Rs. 5lakhs

5. Only basic cost of items, freight, insurance, other requirements except GST on final product will be used in evaluation criteria for L1 determination.

6. Only bids that fulfill all the eligibility & qualifying requirements of the TE, both technically and commercially, shall be considered for evaluation.

7. Delivery & prices will be on F.O.R. destination basis at RFI.

8. Inspection at Rifle Factory Ishapore premises.

9. All the stores supplied shall be warranted against any defect in material, workmanship, defective design, materials and non-conformance to intended performance, manufacturing defects, dimension etc., for a period of 12 calendar months from the date of receipt and acceptance of supply in buyer's place / buyer's designated place, whichever is earlier and the seller shall remedy such defects at his/her own cost or replace free of charge such stores when called upon to do so.

10.Extension of contracted delivery period due to reasons attributable to the Seller of the current contract shall be at the sole discretion of the buyer,with the applicability of Liquidated Damages clause. Liquidated damages clause accepted @ 0.5% per week subject to maximum 10% of the value of the delayed stores.

#### 11 Distribution clause:

Order will be placed without any distribution clause

**12. Packing conditions:** The stores should be properly packed for tropical storage and for transport by rail, road, sea or air so as to ensure and to protect them against loss, damage, corrosion in transit on arrival at their destination. The packing and marking of packages shall be done by and at the expense of the seller. Each package shall contain a packing slip quoting purchase order number and date showing its contents in detail. Each package shall be properly marked with purchase order no., consignee's name & address, gross weight, package-handling instructions etc. The package shall have adequate provision for handling during transit and at destination.

13. The packing, shipping, storage and processing of the delivery must comply with the prevailing legislation and regulations concerning safety, the environment and working conditions. In case of imports, items packed with raw/ solid wood packing material should be treated as per ispm-15 (fumigation) and accompanied by phytosanitary/ fumigation certificate. If safety information sheets exist for a delivery or the packaging, the seller must always supply these sheets directly (at the same time). The packing shall allow for easy removal and checking of goods on receipt and comply with carrier's conditions of packing or established trade practices. If any consignment needs special handling instruction, the same shall be clearly marked with standard symbols / instructions. Hazardous material should be notified as such and their packing, transportation and other protection must conform to relevant regulations.

14. Ground rent: if the material supplied by the vendors is rejected at the factory premises, the vendor is required to remove the rejected material within 30 days of issue of rejection note. Factories have right to recover a charge for the storage space at @1% of the cost of material un-cleared, per week or part thereof, with maximum ceiling of 10% of value of the items. After lapse of 10 weeks, if it is found that firm has not taken any action for lifting of items, the goods may be donated and disposed off as per disposal procedure in vogue after sending a notice and giving 30 working days time to the firm. Ground rent shall be calculated from the date of expiry of the period of removal of item. No ground rent should be charged from central/state govt/central psus. When the firm fails to pay the applicable ground rent within the prescribed period, factory is entitled to recover the ground rent due and all incidental expenses from EMD/PSD.

15. Acceptance of goods: Material on arrival at buyer's premises will be inspected by QA/Inspection department as per appropriate quality assurance plan and their decision in the matter will be final. The test certificate and relevant supporting documents should be sent along with the consignment.

The supply made against respective orders will be subject to buyer inspection at his premises. The seller shall be responsible for items supplied till the same have been inspected and accepted by buyer. In case the goods / services are rejected at the time of inspection at buyer place or the rejections are noticed at the time of further processing the seller will be informed of these rejections. On receipt of this information the seller shall immediately arrange to collect the rejected items at his cost and risk and arrange for the replacement of goods within the shortest possible time. Under no circumstances the seller shall compel the buyer to rework the rejected goods. The rejected material will lie in buyer factory premises at the risk and cost of the seller, pending receipt of disposal instruction from them. If so desired by the seller, the rejected materials, for which no payment made by buyer may be packed and returned to the seller for arranging replacement /rectification on 'freight to pay' basis at his cost and risk and the dispatch documents will be forwarded to the seller directly by buyer to enable him to arrange insurance and take delivery of the same. Whenever payment is already made by buyer to the seller, the rejected material will be returned to the seller against refund of the amount already paid by buyer / submission of BG for the value of rejected goods. The packing, freight charges etc., on replacement of returned materials shall be borne by the seller irrespective of the terms in the purchase order, since such charges were already incurred and borne by buyer on the original consignment, which got rejected and returned to the seller. In case the rejected materials are not required to be replaced, freight, insurance charges etc., incurred by buyer on the original consignment shall be recovered from the seller's bills.

16. Any order issued by Central Government in relation to micro, small or other sections of industries relevant to procurement shall be followed by factories / units. Public procurement policy for micro and small enterprises (MSEs) order 2012 & public procurement policy for micro & small enterprises (MSEs) amendment order, 2018 are in force and should be strictly adhered to. The public procurement policy shall apply to micro and small enterprises (MSEs) registered with district industries centers or khadi and village industries commission or khadi and village industries board or coir board or national small industries corporation or directorate of handicrafts and handloom or any other body specified by ministry of micro, small and medium enterprises (MSME). The MSE bidders who fail to submit UAM number / other prescribed certificate by the ministry will not be able to avail the benefits available to MSEs as contained in public procurement policy for MSEs order, 2012 & public procurement policy for micro & small enterprises (MSEs) amendment order, 2018 for ten years as follows:- (a) tender set free of cost (b) exemption from the payment of earnest money (EMD) (c) in tender, participating MSEs quoting price within price band of L1+15% shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE and such MSE(s) shall be allowed to supply up to 25% of the total tendered value. (d) 5% sub target within 25% of tendered value shall be earmarked for procurement for MSEs owned by schedule caste and schedule tribe entrepreneurs. Provided that, in the event of failure of such MSEs to participate in tender process or meet tender requirement at L1 price. 5% sub target for procur

ent earmarked for MSEs owned by schedule caste and schedule tribe entrepreneurs shall be met from other micro and small enterprises. (e) 3% sub target within 25% of tendered value, shall be earmarked for procurement from MSEs owned by women. Provided that , in the event of failure of such MSEs to participate in tender process or meet tender requirements and L1 price, 3% sub target for procurement earmarked for MSEs owned by woman shall be met from other micro and small enterprises. (f) 358 items are also reserved for exclusive procurement from MSEs.

**17. ONLY CLASS-I & CLASS -II LOCAL SUPPLIERS ARE ELIGIBLE TO PARTICIPATE.**

18. Subject to provision of public procurement (Preference to MAKE IN INDIA. Order 2017) revised from time to time and to any specific instruction issued by the nodal ministry, purchase preference shall be given to local suppliers in all procurement undertaken by procuring entities in the manner specified in para 3 & 3a of public procurement (preference to Make in India), order 2017 (revised from time to time). As per para 10d of public procurement (preference to Make in India), order 2017, if a nodal ministry is satisfied that Indian suppliers of an item are not allowed to participate and/or compete in procurement by any foreign govt. It may, if it deems appropriate restrict or excuse bidders from that country for eligibility for procurement of that item and / or other items relating to that nodal ministry.

19. Matl. Should be free from cracks, flakes, porosities, seams, pittings, dendrites, rolled in scale, segregations & any harmful defects. 2) Antirust preservative must be applied at the time of delivery. 3) T.C. for chemical, mechanical & physical properties from test houses accredited by NABL /any Govt. Approved lab & G.C. should be submitted along with each supplied lot. 4) Defective stores will be damaged/defaced if found unsuitable during inspection at RFI. 5. ) Qty. tolerance (+/-) 5% is acceptable.

**20. Material is to be supplied strictly as per Drawing & QAP attached.**

21. Firm has to submit Transporters Charge / Duplicate copy of Tax Invoice (GST) for all material supplied to RFI invariably along with the consignment, failing which delivery may not be received.

22. The nodal civil court of RFI shall only have jurisdiction to try all civil suit, legal proceeding arising out of or in any way touching or concerning this agreement.

**23. Arbitration:**

(i) Any dispute or difference whatsoever arising between the parties out of relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by bilateral discussions.

(ii) Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach thereof, which cannot be settled amicably within six (60) days or such longer period as may be mutually agreed upon, from the date on which either party informs the other in writing by a notice that such dispute, disagreement or question exists, shall be settled by arbitration.

(iii) The Arbitration Proceedings shall be conducted in India under the Indian Arbitration and Conciliation Act, 1996 (amended time to time) and the award of such Arbitration shall be enforceable in Indian Court only. The law applicable to an arbitration shall be Indian law. In case of Foreign Seller, Indian law or Foreign law to be decided by contracting parties is applicable.

**24. The firm has to submit the following documents along with the bid:**

- i) PAN card details
- ii) GST Certificate
- iii) MSME/NSIC CERTIFICATES./ UDYOG ADHAR (Eligible MSE/MII seller will get preference as per MSME/MII Govt Policy, if applied for)
- iv) Public Procurement Policy for MSEs Order 2012 (Document attached for submission)
- v) Local Content Declaration as per MII2017 (Document attached for submission)
- vi) General Financial Rules (GFRs), 2017 & Restrictions under Rule 144(ix) of GFR 2017 (Document attached for submission)
- vii) Non Disclosure Declaration Certificate (Document attached for submission)
- viii) Tender Clause for acceptance. (Document attached for submission).

**25. This is a Single Tender Enquiry and following firm is eligible to participate only:**

## i) M/s SHETH & CO.

### Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

[This Bid is also governed by the General Terms and Conditions/ यह बिड सामान्य शर्तों के अंतर्गत भी शासित है](#)

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्यवाई का आधार होगा।

---Thank You/धन्यवाद---

