

### Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	14-06-2024 17:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	14-06-2024 17:30:00
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 Steel
Department Name/विभाग का नाम	Nmdc Limited
Organisation Name/संगठन का नाम	Nmdc Limited
Office Name/कार्यालय का नाम	Hyderabad
Total Quantity/कुल मात्रा	7
Item Category/मद केटेगरी	Heavy Duty Photocopier Machine A3 & A4 , 2200007726 Multifunction Ink Tank Printer MPF A3
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	OEM Authorization Certificate *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
Primary product category	Heavy Duty Photocopier Machine A3 & A4
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	4 Days
Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
Evaluation Method/मूल्यांकन पद्धति	Item wise evaluation/

### EMD Detail/ईएमडी विवरण

Required/आवश्यकता	No
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#### ePBG Detail/ईपीबीजी विवरण

Required/आवश्यकता	No
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#### 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
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#### MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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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.

3. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc.

This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

#### 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	Item/Category	Quantity
Schedule 1	Heavy Duty Photocopier Machine A3 & A4	1
Schedule 2	2200007726 Multifunction Ink Tank Printer Mpf A3	6

#### Heavy Duty Photocopier Machine A3 & A4 ( 1 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 Document/क्रेता विशिष्टि दस्तावेज़	<a href="#">Download</a>
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#### Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Yogesh Tak	494553,NMDC LTD, BACHELI COMPLEX,BAILADILA, BACHELI PO, CHATTISGARH	1	180

#### 2200007726 Multifunction Ink Tank Printer MPF A3 ( 6 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

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

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Yogesh Tak	494553,NMDC LTD, BACHELI COMPLEX,BAILADILA, BACHELI PO, CHATTISGARH	6	180

**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) : Supply Installation Testing and Commissioning of Goods

**3. Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

**ADDITIONAL TERMS & CONDITIONS (ATC)**

**Before submitting your offer/ Bid, kindly read the complete tender document carefully. Submission of offer will be considered as "The Bidder has read, understood & accepted all the technical as well as commercial aspects of the tender document unless otherwise specified".**

**Any person registered with GeM and submitting the tender shall be deemed to have necessary authority on behalf of the tenderer and if it subsequently comes to light that the person submitting the tender had no authority to do so, the purchaser may without prejudice to other civil and criminal remedies cancel the order or the tender and hold the supplier liable for all costs and damages.**

**Bid ATC will supersede the other GeM GTC.** If any deviation are not mentioned by the bidder, it is deemed that they are agreeing to all Bid ATC.

- PRICE:-** Quoted price should be firm & fixed for the entire supply/delivery period inclusive of Packing & Forwarding, Freight & Insurance charges and GST as applicable as per GEM Price Format on **FOR Destination basis**

**to be unloaded at CSD Stores, Bacheli (CG).**

2. **PRICE PURCHASE PREFERENCE TO MAKE IN INDIA CLAUSE:** - Public Procurement Policy (Preference to Make in India) GOI Order No. P-45021/2/2017-B.E.-II dtd 15.06.2017 read with revised Order No. P-45021/2/2017-PP(BE-II) dtd. 16.09.2020 and subsequent amendments/orders, if any shall be applicable to this tender. Bidders are requested to fill the format as enclosed at **Annexure-III**)

3. **TAXS & DUTIES :- Standard Taxes, Duties & Levies Etc.:-**

**A) Goods and Service Tax (GST) :-** All the GST Rules and Regulations notified/Amended time to time are applicable to this tender..

**B) Statutory Variation in Taxes, additional levy and withdrawal of taxes :-**

- i) Any new taxes or additional levies by the Government and statutory variations during the tenure of the contract will be to Owner's account and reimbursable by / refundable to, "The OWNER", subject to submission of relevant documentary evidence.
- ii) Any reduction in tax rates or withdrawal of taxes that are levied by the government during the tenure of the contract shall be passed on to the Owner's account.
- iii) However, for any new taxes levied by the Government an statutory variation during the extended time of the contract, if any, due to the reasons attributable to the Owner, the variation of tax rates will be to the Owner's account.
- iv) However, the amount of taxes and duties are limited to the contract value and the variations in the rates are not payable, if the contract is completed in the extended time for the reasons not attributable to Owner and shall not be reimbursed to contractor.

4. **PAYMENT :- ADVANCE PAYMENT TERMS ARE NOT ACCEPTABLE.**

**100 % Payment** along with all the taxes and levies **through online RTGS** with in 30 days after **Receipt, Acceptance & Installation of supplied material at our site** and on submission of **following documents:**

- (i) Original Invoice (ii) Commissioning Certificate from the User Department.

Note:- Copy of one set of documents to be submitted to the consignee as well

as to Buyer.

5. **OFFER VALIDITY:-**Your offer should be kept **valid for 180 days** from the date of tender opening & to be extended for further period if necessary.
6. **DELIVERY PERIOD :-** Delivery Period quoted should be definite and guarantee d. Failure to supply the material in time will attract penalty as per penalty clause. As our requirement is urgent, Hence, you are requested to quote minimum delivery period.
7. **PLACE OF DELIVERY :-** The item shall be supplied at NMDC CSD-, Bacheli Complex, Post - Bacheli - 494553, Dist. Dantewada, CG State.
8. **SCOPE OF WORK:- (Item Code-2200000413 Heavy Duty Photocopier Machine (A3 & A4) Only.**
  1. Successful bidder has to Supply the ordered equipments at our site.
  2. Successful bidder has to Install, Commission to provide demontation of the machine on "Free of cost " basis.
9. **INSPECTION:-**Final inspection of the materials shall be carried out at our Project site after receipt of the materials (even if pre-dispatch inspection is carried out) which will be final & binding. In case the stores supplied are rejected either fully or partly on account of defects, bad workmanship or other reasons, the supplier will have to arrange for free replacement of the same up to destination point. The freight and incidental charges for return of the rejected materials will have to be borne by the supplier. In case, rejected materials are not collected within 30 days after receipt of rejection notice, no liability in respect of loss, damage, deterioration etc shall lie with the corporation. Ground rent will be charged. After reasonable period the material will be disposed off without making any back reference.
10. **PENALTY :-** In the event the supplier fails to deliver the **ordered Items** in full within the delivery period, penalty will be levied subject to standard force major conditions @ **0.5 %** per week or part thereof delay for the value of **undelivered portion** but not exceeding **5 %** of the value of undelivered materials.

In case if firm not supply the ordered materials within stipulated delivery period then, NMDC reserves the right to cancel the order or make alternative purchase of the materials of similar description from else where at the risk and cost of the supplier duly giving an advance notice of 30 days to this effect and in such an event the seller will be liable to pay any losses that may be incurred by the buyer. **The penalty will be calculated on the basic value of the item.**
11. **MAKES :- OUR PREFERRED MAKES ARE AS FOLLOWS:-**

S	Item Code	Description	Make	Remark
1	2200000413	Heavy Duty Photocopier Machine	TOSHIBA/KYOCERA /XEROX	Annexure-I
2	2200007726	Multifunction Ink Tank Printer MPF A3 Colour	HP/EPSON/CANON	Annexure-I (A)

OTHER MAKES WILL NOT BE CONSIDERED. All the tenderers should clearly indicate the name of the manufacturers with full specifications.

Offers received for the makes mentioned in the tender document will only be considered as valid for evaluation. If any firm submit their offer against this tender for any make, other than mentioned in the tender, the same will be considered as unsolicited and rejected.

The tender has been displayed only for information regarding the items being procured by NMDC Limited and not for participation of firms for any other makes which are not established/proved in NMDC Limited.

However, other firms who are capable of supplying the tendered items of any other makes, as per the technical specifications mentioned in the tender document, may submit their credentials to ED (Materials), NMDC Limited, Masab Tank, Hyderabad, indicating tender reference for considering the firm for their makes for future tenders, after empanelment as per procedure. This will also be applicable to the firms who have already supplied the tendered items of other make to NMDC and their make is not considered in the present tender because of their poor performance /performance yet to be established in NMDC. Details are mentioned under " Vendor empanelment" Tab & NMDC portal which is nmhc.co.in.

**12. WARRANTY**:- Warranty required for the tendered items should be as follows:-

Sl. No.	Item Code & Description	Warranty
1	2200000413- Heavy Duty Photocopier Machine	"1 Year (Onsite) warranty from OEM" from the date of commissioning should be provided for the quoted products. warranty certificate should be submitted along with the supply. Any defect noticed during the warranty period, material shall be replaced at your cost. Material not conforming to specification would be rejected and returned to the supplier at his cost.

2	<b>2200007726-Multifunction Ink Tank Printer MPF A3 Colour</b>	"3 Year (Onsite) warranty from OEM" from the date of commissioning should be provided for the quoted products. warranty certificate should be submitted along with the supply. Any defect noticed during the warranty period, material shall be replaced at your cost. Material not conforming to specification would be rejected and returned to the supplier at his cost.
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**13. LIMITATION OF LIABILITY** Except in cases Criminal Negligence of will full non-performance or will full default.

(A) The Supplier/ Contractor shall not be liable to the Employer, whether in contract, tort or otherwise, for any indirect or consequential loss or damage, loss or use, loss of Production, or loss of profit or interest costs.

**AND**

(B) The aggregate liability of the Supplier/ Contractor to the employer, whether under the contract, in tort or otherwise including the cost of repairing or replacing defective equipment, shall not exceed the 100 % (Hundred percent) of the contract price plus escalation if applicable as per contract, provided that this limitation shall not apply to any obligation of the contract, to indemnify the employer with respect to copyright, patent infringement, workmen compensation and statutory liabilities in general that the employer may be required to additionally bear due to default of the supplier/contractor.

**14. FORCE MAJEURE CLAUSE :-** If at any time during the continuance of **Acceptance of Tender (A/T)**, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reason of any war, hostility, acts of public enmity, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions or other acts of God, provided notice of the occurrence of any such event is given by either party to the other within **TWENTY ONE DAYS** from the date of occurrence thereof, neither party shall, by reason of such event, be entitled to terminate the contract., and neither party shall have claim for damage against the performance, and deliveries in such cases shall be resumed as soon as practicable after such an event has come to an end or has ceased to exist.

**15. TRANSPORTATION OF GOODS:-** NMDC Ltd. Bachel Complex is having **Rate Contract (RC)** with **M/s. Associate Road Carriages Ltd. (ARC) (Mobile # 91-96584 64295)** and **M/s. Balan Transport (Mobile # +91-94242 93692)** for transportation of goods to our Project. Hence, you may preferably book the consignment with the above transporters. **However, you may choose your own mode for Transportation of goods as per your convenience.**

**16. BANNING OF BUSINESS DEALING :-** For the evaluation of the tenders, NMDC would rely on the documents submitted and declarations made by the tenderer in connection with the tender. Therefore, NMDC expects such documents and declar

ations to be true and authentic. In case it is found, at any stage, that the documents submitted and / or the declarations made by a tenderer is/ are false, NMDC reserve its right, notwithstanding any other rights/ remedies under the terms and conditions of the tender, to ban business dealing with the tenderer **for a period up to two years.**

17. **COMPLIANCE TO SA8000 :-** Our Company is certified under SA8000 and as such you are required to confirm your company is complying with the SA8000 standards.
18. **RISK PURCHASE :-** The subletting of contract is not permissible. If the suppliers fail to deliver the material within stipulated period due no fault of the Corporation. The Corporation reserves the right to cancel the order and repurchase the outstanding portion from any sources at the risk cost and consequences of the seller.
19. For **MSE benefits**, bidder shall apply in GEM portal for such Purchase Preference. MSE purchase preference as per Govt guidelines shall be considered only for manufacturers registered with **UDYAM certificate** and not for Traders/Distributors/Dealers/Resellers. In case firm has not opted the same on portal while submission of Bid & falls under the specific category, then no benefit will be extended & tender will be finalized as per available Gem provision.
20. Bidders shall submit complete technical specifications (including brochure if available) along with offer.
21. NMDC has registered with **M/s. RXIL**. All MSE vendors should register themselves on any one of TReDS Platform for availing the facility of bill discounting on TReDS portal. If registered, please submit the details.
22. **Bidders shall submit all the necessary documents and technical details in the offer.** Your offer will be evaluated based on the documents submitted by you. Any clarification from the bidder shall be the discretion of the buyer.
23. Bidders shall comply to all Environmental Laws & Contractual Commitments related to Environmental aspects.
24. **SETTLEMENT OF DISPUTES:** All disputes or differences arising out of or in connection with this tender / order shall be subject to the exclusive jurisdiction of Dantewada / Jagdalpur courts.

## **2.1 CONCILIATION:**

Any dispute, question, claim or difference arising out of or concerning this tender/ contract between the parties shall be settled through mutual negotiation by the parties and parties shall make all endeavors to settle this matter amicably. In case such amicable settlements is not possible, the parties shall take recourse to the conciliation proceedings for resolving such dispute, question, claim or differences.

The Conciliatory Committee shall comprise of the following:

- (i) A nominee of NMDC Management- Member (Independent of the officer handling the case)
- (ii) A nominee of the Supplier/ Contractor – Member (Independent of the officer handling the case)
- (iii) Head of Law/ Law officer of NMDC – Member

The above committee shall conduct the conciliation proceedings in accordance with the provision of the Arbitration and Conciliation Act 1996. The venue of the conciliation shall be at Dantewada. The settlement so arrived at final conciliation shall be binding on both the parties and will not be called in question before any court or forum whatsoever.

Reference to arbitration shall be made only when conciliation has failed.

## **2.2 ARBITRATION:**

### **2.2.1. FOR ALL THE TENDERS OTHER THAN GLOBAL TENDERS**

2.2.1.1 All disputes or differences which may arise between the Owner and Supplier/ Contractor in connection with this Contract (other than those in respect of which the decision for any person is expressed in the Contract to be final and binding) shall, after written notice by either party to the other and to the Chairman-Cum-Managing Director, NMDC Limited. (who will be the appointing authority), be referred for adjudication to the sole arbitrator to be appointed as hereinafter provided.

2.2.1.2 The appointing authority will send within ninety days of receipt of the notice of arbitration a panel of three names of persons, not directly connected with work, to the supplier/ Contractor who will select any one of the persons named to be appointed as a sole Arbitrator within 30 days of receipt of name. If the appointing authority fails to send to the Supplier/ Contractor the panel of three names, as aforesaid, within the period specified, the Supplier/Contractor shall send to the appointing authority a panel of three names of persons who shall also be unconnected with the organization by which the work is executed. The appointing authority shall on receipt of the names as aforesaid select any one of the persons named and appoint him as the sole Arbitrator. If the appointing authority fails to select the person and appoint him as the sole Arbitrator within 30 days of receipt of the panel and inform the Supplier/Contractor accordingly, the Supplier/ Contractor shall be entitled to invoke the provisions of the Indian Arbitration and Conciliation Act 1996 as amended from time to time.

2.2.1.3 The arbitral tribunal shall give reasons for its award. Each party bear its own cost and the cost of arbitration shall be equally borne by the parties. The award rendered in any arbitration hereunder shall be final and binding upon the parties. The parties agree that neither party shall have any right to legal proceedings.

gs concerning any dispute under this agreement other than to enforce or facilitate the execution of the award rendered in such arbitration.

2.2.1.4 The arbitration proceedings shall be conducted in accordance with the Arbitration and Conciliation Act 1996 as amended from time to time.

## 2.3.2

2.3.2.1. Arbitration between a Central Public sector undertaking of the Government of India (not under the Ministry of Steel) and the Employer shall be as per the guidelines of Ministry of Heavy Industries and Public Enterprises, Government of India.

2.3.2.2. Arbitration between a Central Public Sector Undertaking of the Government of India under the Ministry of Steel, Government of India and the Employer, shall be as per the guidelines of the Ministry of Steel.

2.3.2.3 The further progress of any work under the contract shall unless otherwise directed by the Owner/ Engineer continues during the arbitration proceedings and no payment due or payable by/ to the Owner shall be withheld on account of such proceedings. It shall not be open to arbitrator to consider and decide whether or not such work shall continue the arbitration proceedings.

2.3.2.4. The laws applicable to the Contract shall be the laws in force in India. The Courts of Dantewada, Chhattisgarh (State) shall have exclusive jurisdiction in all matters arising under this Contract.

25. The corporation reserves the right to reject or accept any tender in part or full without assigning any reasons, or place order for part of full quantity. The corporation also reserves the right to load on various parameters in case of deviations from the tender condition at rates deemed fit without any discussions/ correspondence with the tenderer

26. Above Techno-Commercial Terms & Conditions and details submitted by tenderer are Fixed & Final and will be considered for offer evaluation

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**Note :-** 1. Tenderers are required to reply all commercial terms and conditions point wise and clause wise.

2. For any Techno-Commercial clarification against this tender please contact:

Name & Designation :- **Mr. Alok Kumar Jha, AGM (Materials)**

Email :- **alokkujha@nmdc.co.in;**

Contact No.- **+91-9406489851 (Mob).**

## 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---