

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	03-05-2024 15:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	03-05-2024 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 Power
Department Name/विभाग का नाम	Power Grid Corporation Of India Limited
Organisation Name/संगठन का नाम	Power Grid Corporation Of India Limited
Office Name/कार्यालय का नाम	Corporate Office Gurgaon
Total Quantity/कुल मात्रा	1
Item Category/मद केटेगरी	Supply of spares & servicing of SF6 Gas Handling Plant of make- DILLO (Q3)
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), 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
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	3 Days
Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
Estimated Bid Value/अनुमानित बिड मूल्य	1001300
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation

Bid Details/बिड विवरण

Financial Document Required/वित्तीय दस्तावेज की आवश्यकता है।	Yes
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EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	20000

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 केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने हैं। एमएसई केटेगरी 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 :

NAGPUR
POWER GRID Corporation OF INDIA Limited, Ministry of Power
(Power Grid Corporation Of India Ltd.)

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.

Excel Upload Required/एक्सेल में अपलोड किए जाने की आवश्यकता :

BOQ for Supply of spares & servicing of SF6 Gas Handling Plant of make – DILO - [1711113193.xlsx](#)

Supply Of Spares & Servicing Of SF6 Gas Handling Plant Of Make- DILO (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	Download
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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	Rajesh Vusala	495674,Power Grid Corporation of India Limited. 765/400kV Korba Substation Uрга Bhaisma Road In front of Government College Bhaisma PO Bhaisma,	1	140

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	GCC View	General Condition of Contract	Supply Of Spares & Servicing Of SF6 Gas Handling Plant Of Make-DILO(1)
2	IFB View	Instruction for Bidders	Supply Of Spares & Servicing Of SF6 Gas Handling Plant Of Make-DILO(1)
3	MLC View	Minimum Local Contain	Supply Of Spares & Servicing Of SF6 Gas Handling Plant Of Make-DILO(1)

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. Generic

Bidder shall submit the following documents along with their bid for Vendor Code Creation:

- Copy of PAN Card.
- Copy of GSTIN.
- Copy of Cancelled Cheque.
- Copy of EFT Mandate duly certified by Bank.

3. Generic

- 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.

4. **Buyer Added Bid Specific ATC**

Buyer uploaded ATC document [Click here to view the file.](#)

5. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

Supply of spares & servicing of SF6 Gas Handling Plant of make - DILO" available at Dharamjagarh (Korba) SS.

1. As the subject tender is **Custom Bidding in GEM Portal** - Sellers are requested to quote their **lump-sum offer (including Supply, Buy-back, F&I & GST as per BOQ)** against the custom bid only in financial bid portion on GEM Portal and the detailed price break up against the uploaded BOQ & BOM shall be requested from the L1 seller before the placement of award. The sellers/bidder shall quote the offer by considering the supply at **POWERGRID, Dharamjagarh (Korba) Sub-station**. **Sellers uploading the duly filled BOQ in the technical bid part shall be rejected and no further clarification shall be sought.**

2. **Bidders/sellers shall compulsorily upload the following documents (as applicable) in GeM Portal.**

(a) EMD or Valid EMD exemption document as per GeM GTC.

(b) The signed copy of Technical Specification (attached at Any Other Documents As Per Specific Requirement Of Buyer -1 in Gem bid) and Scope of works has to be submitted along with the bid.

(c) Minimum Local Content certificate for MII (on 100/- stamp paper) / OEM letter certifying the Minimum local content must upload.

(d) Any other documents as per GeM Bid/ ATC/TS/Scope of Work.

3. Alternatively, if the Bid security/EMD/performance security as indicated above is to be submitted in favour of POWERGRID, the same can be submitted as online payment through POWERGRID ONLINE PAYMENT UTILITY- <https://epay.powergrid.in>, a link of which is provided on the POWERGRID website www.powergrid.in. While making such online payment towards performance security, the bidder shall choose segment as "Suppliers" and fill the details as follows:

Payment category	EMD/ Performance Security
Sub-category	EMD/Performance Security for WR-1
Name of depositor	Name of the Contractor
Vendor code, if applicable	POWERGRID Vendor code if existing
Payment remarks	EMD/ Performance Security for (enter the name of the contract & Contract No)

3.1 The copy of “online payment acknowledgment-Suppliers “generated subsequent to the payment shall be submitted along with hard copy of the bid and also shall be uploaded on GeM Portal.

3.2 The online payment facility shall be for payment in Indian Rupees only.

4. Bidder shall submit the following documents along with their bid for Vendor Code Creation:

- a. Copy of PAN Card.
- b. Copy of GSTIN.
- c. Copy of Cancelled Cheque.
- d. Copy of EFT Mandate duly certified by Bank.
- e. Copy of MSME Certificate if comes under MSEs.

5. Bidder shall quote the rates as per list of consignees and FOR basis and as per BOM/BOQ including GST.

6. Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regard. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.

7. Bidders are requested to quote the price in GeM Portal itself. The bid price shall include all the costs for the entire scope of work as per the Bidding Documents & BOQ. Bidders shall not upload the price details in technical part otherwise the technical bid will be rejected.

8. Data Sheet of the product(s) offered in the bid, are to be uploaded along with the bid documents. Buyers can match and verify the Data Sheet with the product specifications offered. In case of any unexplained mismatch of technical parameters, the bid is liable for rejection.

9. Duration of Contract/Time schedule: 1 Month from the award of contract

10. Warranty: 2 Years from date of the material Receipt at Site.

11. Payment Terms

Terms of Payment

The payment to the Contractor under the contract will be made by the Purchaser as per guidelines and conditions specified hereunder.

- (i) **Hundred percent (100%)** payment of the Ex-Works price of material and Hundred Percent (100%) taxes and duties shall be released within 15 days on receipt of material at site and upon furnishing the following and upon certification by Officer-in-Charge:
 - (a) Invoice in triplicate along with certificate that the materials are in accordance with Technical Specifications, Terms & Conditions of Contract and are delivered in full and good condition.
 - (b) Receipted Delivery Challan, packing list etc.
 - (c) Transit insurance cover
 - (d) **GST Identification Number (GSTIN)**
 - (e) Guarantee Certificate
 - (f) Factories/ Manufacturer's test/ Inspection certificates of Supplier
 - (g) Certification from the Officer-in-charge at respective site that material are received in good condition as per the requirements of contract.
 - (h) Submission of Bank Guarantee in lieu of **CPG in the POWERGRID, WR-I**

12. 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. document

13. (a) The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer. (b) The Seller shall not subcontract the Contract in whole or part to any entity without obtaining the prior written consent of buyer. (c) 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 Seller's obligations thereunder.

14. Without prejudice to Buyer's right to price adjustment by way of discount or any other right or remedy available to Buyer, Buyer may terminate the Contract or any part thereof by a written notice to the Seller, if: i) The Seller fails to comply with any material term of the Contract. ii) The Seller informs Buyer of its inability to deliver the Material(s) or any part thereof within the stipulated Delivery Period or such inability otherwise becomes apparent. iii) The Seller fails to deliver the Material(s) or any part thereof within the stipulated Delivery Period and/or to replace/rectify any rejected or defective Material(s) promptly. iv) The Seller becomes bankrupt or goes into liquidation. v) The Seller makes a general assignment for the benefit of creditors. vi) A receiver is appointed for any substantial property owned by the Seller. vii) The Seller has misrepresented to Buyer, acting on which misrepresentation Buyer has placed the Purchase Order on the Seller.

15. Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.

16. In case of default, the bids received/submitted/ uploaded by you shall be considered nonresponsive/not eligible for a period of 1 (One) year reckoned from the date of issuance of the termination letter by POWERGRID.

17. Bidders, who are executing contract(s) or has executed contract(s) in the past for the Employer (Owned as well as Consultancy) and any of the following event(s) have been encountered during contract(s) execution, shall not be eligible to bid for the package(s) whose originally scheduled date of bid opening falls within the specified period reckoned from the date of determination by the Employer of such event as below:

S.N.	Event	Period for which bid(s) shall be considered as non-responsive/ not eligible
1	Termination # of Contract due to Contractor's default	1 year
2	Encashment of CPG due to non-performance	1 year
3	Repeated failure of major Equipment while in service	1 year
4	Substantial portion of works (more than 50% of the Contract*) is sub-contracted, under an existing Contract	1 year
5	More than 25% of the Contract price (awarded value), in aggregate, is paid to sub-contractors/suppliers as Direct payment, under an existing Contract, due to financial position of Contractor	1 year
6	Firm has been referred to NCLT under Insolvency & Bankruptcy Code (IRP has been appointed or Liquidation proceedings have been initiated under IBC)	Till the firm comes out of Resolution process

Partial offloading under a Contract and/or Facilitation beyond 10% of the Contract Price shall also be treated as Termination

For the said purpose, the Contract Price means the Contract Price of the Facilities notwithstanding the Construction of the Contract.

***For the purpose of working out 50% of the Contract, following shall be taken into account:**

(a) Scope of the contract which is permissible to be sub-contracted as per bidding documents, shall be excluded.

(b) Scope of the Contract which primarily relates to the Qualification Requirement (QR) of the bidder.

Notwithstanding the above, in case any of the event(s) above is encountered afresh even prior to opening of Second Envelope/Price Part Bid of any package, the bid of such bidder shall be considered as non-responsive/not eligible for that package. The Employer shall be the sole judge in this regard and the Employer's interpretation on the aforesaid event(s) shall be final and binding.

18. **Payment Tracking:** The Contractor/Service Provider may track the status of its bills using POWERGRID's 'On-line Vendor Bill Tracking System'. To use this system, the Contractor is required to get itself registered once online at POWERGRID's ERP Portal with the link URL <https://vendor.powergrid.in/>. Once registered, the Contractor/ Service Provider may track status of bills submitted, passed and paid by POWERGRID's Corporate Centre and Regional Office under this Contract and other Contracts awarded on it by POWERGRID by following the method detailed herein below:

- Once registered, the Contractor/ Service Provider can log-in to POWERGRID's Vendor Bill Tracking System with Vendor Log-In ID and Password.
- Bill entry is to be done by the Contractor/ Service Provider on POWERGRID's ERP Portal prior to submission of bill. An automated e-mail with unique reference number will be sent to the Contractor/Service Provider, which needs to be printed and attached on top of the corresponding physical bill to be

submitted by the Contractor/ Service Provider to POWERGRID.

- c) After creation of BTS ID in Bill Tracking System (BTS), the hard copy of the bills along with all enclosures shall be submitted to the following address instead of sending to Site Engineer.

POWERGRID Payment Processing and Facilitation Center (PPFPC),

Central Receipt section,

Power Grid Corporation of India Ltd.

Near RTO Driving Test Track, Singnayakanahalli

Yelahanka – Dodaballapur Road, Yelahanka Hobli

Bengaluru - 560064 (Karnataka)

BTS ID: _____

The option to attach the soft copies of the documents has been enabled in BTS at <https://vendor.powergrid.in/>. The attachment can be done after creation of BTS ID.

The payment will be released by F&A Deptt at **PPFPC, Bengalure** after certification by Engineer-in-Charge.

- d) The day the payment is made, a mail stating the “Bill number, net payment amount and details of the bank from where the payment has been made” will be sent to the Contractor/ Service Provider.

19. Technical compliance for the specifications shall be submitted with the Bid.

20. POWERGRID is registered on TReDS (Trade Receivables Discounting System) platforms namely i.e. RXIL (Receivable Exchange of India Limited), M1-xchange (Mynd Solutions Private Limited) and Invoicemart (A.TReDS Limited) and the facility of the same may be availed by Micro, Small and Medium Enterprises (MSMEs) for payment.

21. OEM Certificate - "M/s DILO Armaturen und Anlagen GmbH - Germany" Authorization Certificate with live date of validity, Compliance of BoQ specification and supporting document

Specification No.: NIT-36/2024 & Gem Bid no: GEM/2024/B/4813423 for Supply of spares & servicing of SF6 Gas Handling Plant of make - DILO” available at Dharamjaygarh (Korba) SS.

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(Format- To be provided on a non-judicial stamp paper of Rs. 100/-)

Format for Affidavit of Self certification regarding Minimum Local Content in line with PPP-MII order, 2017 if applicable, to be provided on a non-judicial stamp paper of Rs. 100/-.

Date: _____

I _____ S/o, D/o, W/o, _____ Resident of _____
_____ hereby solemnly affirm and declare as under:

That I will agree to abide by the terms and conditions of the Public Procurement (Preference to Make in India) Order, 2017 (hereinafter PPP-MII order) of Government of India issued vide Notification No:P-45021/2/2017 -BE-II dated 15/06/2017, its revision dated 28/05/2018 and any subsequent modifications/Amendments, if any and

That the information furnished hereinafter is correct to the best of my knowledge and belief and I undertake to produce relevant records before the procuring entity/POWERGRID or any other Government authority for the purpose of assessing the local content of goods/services/works supplied by me for **Supply of spares & servicing of SF6 Gas Handling Plant of make - DILO" available at Dharamjaygarh (Korba) SS.** (Enter the name of the package).

That the local content for all inputs which constitute the said goods/services/works has been verified by me and I am responsible for the correctness of the claims made therein.

That the goods/services/works supplied by me for **Supply of spares & servicing of SF6 Gas Handling Plant of make - DILO" available at Dharamjaygarh (Korba) SS.** (Enter the name of the package) meet the 'Minimum Local Content' as defined in the PPP-MII order.

That the value addition for the purpose of meeting the 'Minimum Local Content' has been made by me at (Enter the details of the location(s) at which value addition is made).

That in the event of the local content of the goods/services/works mentioned herein is found to be incorrect and not meeting the prescribed Minimum Local Content criteria, based on the assessment of procuring agency (ies)/POWERGRID/Government Authorities for the purpose of assessing the local content, action shall be taken against me in line with the PPP-MII order and provisions of the Integrity pact/ Bidding Documents.

I agree to maintain the following information in the Company's record for a period of 8 years and shall make this available for verification to any statutory authority.

- i. Name and details of the Local Supplier
(Registered Office, Manufacturing unit location, nature of legal entity)
- ii. Date on which this certificate is issued
- iii. Goods/services/works for which the certificate is produced

- iv. Procuring entity to whom the certificate is furnished
- v. Percentage of local content claimed and whether it meets the Minimum Local Content prescribed (**Minimum Local Content shall be 20%**)
- vi. Name and contact details of the unit of the Local Supplier (s)
- vii. Sale Price of the product
- viii. Ex-Factory Price of the product
- ix. Freight, insurance and handling
- x. Total Bill of Material
- xi. List and total cost value of input used to manufacture the Goods/to provide services/in construction of works
- xii. List and total cost of input which are domestically sourced. Value addition certificates from suppliers, if the input is not in-house to be attached
- xiii. List and cost of inputs which are imported, directly or indirectly

For and on behalf of..... (Name of firm/entity)

Authorized signatory (To be duly authorized by the Board of Directors)

<Insert Name, Designation and Contact No.>

Checklist:

The following documents must be uploaded by bidder along with Bid submission.

Please ensure to submit all these documents & at the designated places only in GeM bid:

1. **EMD** or valid EMD exemption document as per GeM GTC-EMD clause.
2. **MLC/MII** on 100/- stamp paper (format attached)
3. **Generic Documents:**
 - i. Copy of PAN Card.
 - ii. Copy of GSTIN.
 - iii. Copy of Partnership Deed/ Affidavit for Proprietorship/ Company MoA & AoA or Certificate of Incorporation, as applicable
4. **Technical compliance signed copy.**

-----End of ATC-----

6. Generic

Manufacturer Authorization: Wherever Authorised Distributors/service providers are submitting the bid, Authorisation Form /Certificate with OEM/Original Service Provider details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid

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---