



Bid Number/बोली क्रमांक (बिड संख्या):
GEM/2023/B/4319839
Dated/दिनांक : 09-12-2023

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	02-01-2024 14:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	02-01-2024 14:30:00
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	23380
Item Category/मद केटेगरी	WELDING ELECTRODE, LOTHERM E-468, 4mm (Q3) , WELDING ELECTRODE, LOW HYD, MILD STEEL, 4MM (Q3) , WELDING ELECTRODE, HARD FACING, 4 mm (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),OEM Authorization Certificate,Additional Doc 1 (Requested in ATC),Additional Doc 2 (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	Single Packet Bid
Primary product category	WELDING ELECTRODE, LOTHERM E-468, 4mm
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

Bid Details/बिड विवरण**Evaluation Method/मूल्यांकन पद्धति**

Total value wise evaluation

EMD Detail/ईएमडी विवरण

Required/आवश्यकता

No

ePBG Detail/ईपीबीजी विवरण

Required/आवश्यकता

No

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.

WELDING ELECTRODE, LOTHERM E-468, 4mm (180 kilogram)

(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
--	--------------------------

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्र

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

WELDING ELECTRODE, LOW HYD, MILD STEEL, 4MM (22750 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
--	--------------------------

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्र

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	22750	180

WELDING ELECTRODE, HARD FACING, 4 Mm (450 kilogram)

(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
--	--------------------------

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	450	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. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

ANNEXURE-II

ADDITIONAL TERMS AND CONDITIONS (ATC)

1. 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 Hilltop Stores, Bacheli (C.G.) which is approximately 20KM from Bacheli Main Stores, Chhattisgarh State - 494553

~~2. Earnest Money Deposit (EMD):~~

-

Tender must be accompanied by ~~EMD amount as per Gem Bid~~ through ~~RTGS online payment / Original Bank Guarantee / Demand Draft though below mentioned link in "SBI COLLECT SYSTEM" to NMDC Account~~ on or before the due date in the following modes only:-

-

- ~~a) Online transfer through SB collect.~~

Detailed procedure for online transfer through SB collect is as follows:-

1. Visit www.onlinesbi.sbi / <https://www.onlinesbi.sbi/sbicollect/icollecthome.htm> PSU Public Sector. or
2. Visit www.onlinesbi.sbi
3. Click on **SB Collect**
4. **Tick** the terms acceptance box and Click on **Proceed**
5. On State Bank Collect Page Select State **Chhattisgarh** and Select Type of Corporation **PSU** then Click on **GO button**
6. Select PSU **National Mineral Development Corporation** and **Submit**
7. Select the **Payment Category of Bacheli Complex**
8. Fill the **details** on the Details of Payment Page and Submit
9. Select the payment **Method** in the given List
10. Complete the payment process
11. **Receipt of the EMD payment will be generated which is to be uploaded in the bid.**

-

b) In the form of a Bank Guarantee of equivalent amount drawn from any Nationalized bank / scheduled commercial bank in India, in a prescribed format enclosed (Annexure VI) herewith and favoring NMDC. BG should be valid for a period of six months + three months (Grace Period) from the date of submission of your offer. The supplier shall forward the original EMD BG to "GENERAL MANAGER (Materials), NMDC BIOM Bacheli Complex-494553, C.G." Copy of EMD BG shall be uploaded i

n the bid. However, Original copy of Bank Guarantee must reach to Buyer within 10 DAYS of GeM Bid opening Date.

-

Details of NMDC Account:-

Bank Account # State Bank of India,

A/c # 10932466161,

IFSC Code SBIN0003183,

MICR # 494002534,

Bank Code 3183,

Branch: Bachel - 494 553, Dist. Dantewada (CG)

-

~~c)~~ Tenderers of Micro & Small Enterprises **~~(MSEs) registered with UDYAM~~** will be exempted from payment of Earnest Money Deposit against submission of documentary proof of such registration certificate as a manufacturer for the tendered items/ item category/group under Udyam Registration. **Traders /Dealers have to submit EMD, only MSE manufacturers are exempted.**

~~d)~~ EMD submitted in any other format/mode other than specified above shall not be acceptable.

~~e)~~ Without EMD the tender will be summarily rejected.

~~f)~~ EMD exemption shall be as per GeM guidelines.

3. For MSE & MII benefits, bidder shall apply in GEM portal for 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.
4. **MAKE:** - All the tenderers should clearly indicate the name of the manufacturers (MAKE) with full specifications for indented item.

PREFERRED MAKES: FOR ITEMS AS MENTIONED AT ANNEXURE-I FOR RESPECTIVE ITEMS

-

-

Other than our preferred MAKE mentioned in Annexure-I is not acceptable.

-

-

NOTE:-“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 CGM (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."

5. **Authorized Dealership Certificate: The bidders other than manufacturer/OEM have to submit valid Authorized Dealership Certificate along with their offer or else your offer is liable for rejection.**

6. **VALIDITY:** - Your offer should be initially kept valid for 180 days from the date of tender opening and to be extended for further period if necessary.

7. **LD/ PENALTY:** If the Supplier fails to deliver the stores in full or part thereof within the delivery date the corporation shall reserve the right to levy penalty on the Supplier @ 0.5% of the basic price of undelivered stores per each week or part thereof but not exceeding 5% of the value of such materials.

In case of firm not supplied the items within delivery period mention in the order 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 equipment / spares**

8. **WITHDRAWAL OF TENDER :-** After submission of tender if it is withdrawn before expiry of validity period, NMDC can take any one or more of following action(s) without notice :-
 1. Lodging complaint with GeM/NSIC/DGS&D/any other Government departments
 2. Removal of supplier's name from the company's approved list of suppliers
 3. Raising Incident in GeM Portal and may escalate Incident at discretion of NMDC.

9. WARRANTY :- The item shall be warranted to be free from defects in design, mat

erial and workmanship for a satisfactory operation during the warranty period. The bidder shall warranty for prompt repair and / or replacement at site free of cost if any part of the machine is found to be defective in design, material or workmanship during the warranty period. The warranty shall not apply to normal wear and tear of component parts.

The item shall be under Warranted for Satisfactory Performance for a period of 18 months from date of dispatch, (OR) 12 months from the date of Use, whichever is earlier, for trouble free operation, against manufacturing defects, bad workmanship, poor quality of material etc. In case of spares the sellers shall be responsible for correctness of the materials to fit into our existing machines. The above warranty should be comprehensive and cover all bought out items that go into manufacture of the equipment.

1. NMDC has registered with M/s. RXIL and M/s. InvoicemartTReDS Platforms. All MSME 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.
2. **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.

Final inspection will be carried out at our stores.

3. 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. No post-bid clarification at the initiative of the bidder shall be entertained by NMDC.
4. Bidders have to agree all the technical specification document (uploaded in bid document) along with their offer. Any deviations on technical and commercial points are required to be brought out clearly in a separate sheet.
5. **Bid ATC will supersede the other GEM GTC. If any deviations are not mentioned by the bidder, it is deemed that they are agreeing to all Bid ATC.**
6. **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 as per Annexure-VI.

7. Bidders shall comply with all Environmental Laws & Contractual Commitments related to Environmental aspects.
8. 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.
9. **TRANSPORTATION OF GOODS** :- NMDC Ltd. Bachel Complex is having **Rate Contracts (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.
10. **PAYMENT** :- **ADVANCE PAYMENT TERMS ARE NOT ACCEPTABLE**. Our Standard Payment terms are as below :-
100 % payment within 30 days **after Receipt & Acceptance** of Indented Item at our site will be paid on submission of Original Invoice.
11. Please indicate applicable GST rate in “%” for each line items of the bid. The quoted price should be including Freight charges, GST, Packing and Insurance Charges .
12. **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 applicable as defined at Annexure - IV
13. **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 declarations 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 upto two year.
14. **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.

23.1 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.

23.2 Arbitration:

23.2.1. FOR ALL THE TENDERS OTHER THAN GLOBAL TENDERS

23.2.1.1 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 Executive Director of the NMDC Ltd, Bachel Complex, Bachel (who will be the appointing authority), be referred for adjudication to the sole arbitrator to be appointed as hereinafter provided.

23.2.1.2 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.

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

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

23.3.1

23.3.1.1. 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.

23.3.1.2. 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.

23.4. 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.

23.5. 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.

15. LIMITATION OF LIABILITIES: Except in cases of 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, or otherwise for any indirect or consequential loss or damage, loss of production, loss of use, or loss of profits 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's, 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 contractor 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.

16. 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.

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: **Shri B Lachu , AGM (Mats)**

Contact no.: **7587876642 / 9302644393/ 8077651825**

E-mail :bld5materials@gmail.com/vinaysaini@nmdc.co.in

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. Any clause(s) incorporated by the Buyer regarding following shall be treated as null and void and would not be considered as part of bid:-

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.
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 कार्रवाई का आधार होगा।

---Thank You/धन्यवाद---