

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	28-04-2025 17:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	28-04-2025 17:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	90 (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	Armoured Vehicles Nigam Limited
Office Name/कार्यालय का नाम	*****
क्रेता ईमेल/Buyer Email	rameshln.ofb@gov.in
Total Quantity/कुल मात्रा	486
Item Category/मद केटेगरी	SHIELD 184.04. 170 , SHIELD 184.04. 019
GeMARPTS में खोजी गई स्ट्रिंग / Searched Strings used in GeMARPTS	SHIELD 184.04.019
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Face Shield, Poly Carbonate Shield (MHA) (V2), Retro - Fit Emission Control Equipment for Diesel Generators (V2), Tactical Ballistic Shield (MHA), Sinks, Eye Blinder, tray mess compartmented ss army pattern, WELDING ELECTRODE - Flux cored wire for CO2 gas shielded arc welding (BEML), Chlorantraniliprole 0.4 % GR, Diesel driven welding generator
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	<ul style="list-style-type: none"> Tactical Ballistic Shield (MHA)
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

Bid Details/बिड विवरण	
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (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
Do you want to show documents uploaded by bidders to all bidders participated in bid?/	No
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No
Type of Bid/बिड का प्रकार	Two Packet Bid
Primary product category	SHIELD 184.04. 170
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)	Yes
Inspection to be carried out by Buyers own empanelled agency	Yes
Type Of Inspection	Post Dispatch
Name of the Empanelled Inspection Agency/ Authority	Board of Officers
Auto CRAC Days	60
Evaluation Method/मूल्यांकन पद्धति	Item wise evaluation/
Arbitration Clause	Yes (Arbitration clause document) as per DoE OM No.F.1/2/2024-PPD dated 03.06.2024 Arbitration should not be routinely included in contracts
Mediation Clause	Yes (Mediation clause document) as per DoE OM No.F.1/2/2024-PPD dated 03.06.2024 mediation clause should not be routinely included in contracts and pre-litigation mediation can be taken up without any such clause also

EMD Detail/ईएमडी विवरण

Required/आवश्यकता	No
-------------------	----

ePBG Detail/ईपीबीजी विवरण

Required/आवश्यकता	No
-------------------	----

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 will be given to MSEs having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal 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 themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. 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 and Buyer will decide eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid. 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 MSE 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. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

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.

4. Inspection of Stores by Nominated Inspection Authority / Agency of buyer or their authorized representatives

An independent third party Professional Inspection Body can help buyer in mitigating buyer's risk with pre-dispatch/post-dispatch inspection in order to ensure that equipment, components, solutions and documentation conform to contractual requirements. The buyer has a right to inspect goods in reasonable manner and within reasonable time at any reasonable place as indicated in contract. Inspection Fee/ Charges (as pre-greed between buyer and Inspection Agency) would be borne by the buyer as per their internal arrangement but may be

recovered from the seller if the consignment failed to conform to contractual specification and got rejected by the Inspection Officer. If so requested and accepted by the seller, initially seller may pay for inspection charges as applicable and get the same reimbursed from buyer if consignment accepted by the Inspecting Officer. For reimbursement seller has to submit proof of payment to Inspection Agency.

Seller/OEM shall send a notice in writing / e-mail to the Inspecting officer / inspection agency specifying the place of inspection as per contract and the Inspecting officer shall on receipt of such notice notify to the seller the date and time when the stores would be inspected. The seller shall, at his own expenses, afford to the Inspecting officer, all reasonable facilities as may be necessary for satisfying himself that the stores are being and or have been manufactured in accordance with the technical particulars governing the supply. The decision of the purchaser representative / inspection authority regarding acceptance / rejection of consignment shall be final and binding on the seller.

The Seller shall provide, without any extra charge, all materials, tools, labour and assistance of every kind which the Inspecting officer may demand of him for any test, and examination, other than special or independent test, which he shall require to be made on the seller's premises and the seller shall bear and pay all costs attendant thereon.

The seller shall also provide and deliver store / sample from consignment under inspection free of charge at any such place other than his premises as the Inspecting officer may specify for acceptance tests for which seller/OEM does not have the facilities or for special/ independent tests.

In the event of rejection of stores or any part thereof by the Inspecting officer basis testing outside owing to lack of test facility at seller's premises, the seller shall, on demand, pay to the buyer the costs incurred in the inspection and/or test. Cost of test shall be assessed at the rate charged by the Laboratory to private persons for similar work.

Inspector shall have the right to put all the stores or materials forming part of the same or any part thereof to such tests as he may like fit and proper as per QAP/governing specification. The seller shall not be entitled to object on any ground whatsoever to the method of testing adopted by the Inspecting officer.

Unless otherwise provided for in the contract, the quantity of the stores or materials expended in test will be borne by seller.

Inspecting officer is the Final Authority to Certify Performance / accept the consignment. The Inspecting officer's decision as regards the rejection shall be final and binding on the seller.

The seller shall if so required at his own expense shall mark or permit the Inspecting officer to mark all the approved stores with a recognised Government or purchaser's mark.

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	Shield 184.04. 170	170
Schedule 2	Shield 184.04. 019	316

SHIELD 184.04. 170 (170 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/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	*****	*****Tiruvallur	170	180

SHIELD 184.04. 019 (316 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/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	*****	*****Tiruvallur	316	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 up to 25% of the contracted quantity during the currency of the contract at the contracted rates. The delivery period of quantity shall commence from the last date of original delivery order and in cases where option clause is exercised during the extended delivery period the additional time shall commence from the last date of extended delivery period. The additional delivery time shall be $(\text{Increased quantity} \div \text{Original quantity}) \times \text{Original delivery period (in days)}$, subject to minimum of 30 days. If the original delivery period is less than 30 days, the additional time equals the original delivery period. The Purchaser may extend this calculated delivery duration up to the original delivery period while exercising the option clause. Bidders must comply with these terms.

2. Buyer Added Bid Specific ATC

SPECIAL TERMS AND CONDITIONS:

Sl. No	TE terms	TE terms decided to issue
1	Type of TE	Limited Tender Enquiry through GEM
2	Offer validity	90 days from the date of price bid opening
3	Option clause	25% Option Clause applicable. i) Inspection will be done in HVF as per Drawing & QAP. ii) Inspection will be carried out as per Indian equivalent material/CQA(HV) rubber specification as mentioned in the drawing
4	Inspection Criteria	
5	Acceptance Criteria	NABL test certificate should be submitted by Firm along with the supply.
6	Inspection authority	Representatives of CGM/HVF
7	Distribution of tender quantity	100%
8	Delivery terms	F.O.R, HVF
9	Delivery period	180 Days from the date of SO.
10	Warranty period	30 months from the date of receipt and acceptance at HVF
11	Any other terms and conditions	This is a Limited tender enquiry. The offer of established/past suppliers of this particular item and registered with HVF will only be considered. Others offer are not acceptable. The quotation of debarred/Blacklisted suppliers by HVF will not be considered.

(HEAVY VEHICLE FACTORY AVADI) A UNIT OF AVNL **TERMS & CONDITIONS OF TENDER ENQUIRY**

- MSME:** All MSME firms have to enroll themselves in GeM Portal as MSE and declare their firm as MSME to get benefits of MSME Guidelines issued by Govt. Of India, Ministry of Commerce and Industry vide Order no. P- 4502 1/2/201 7-PP (BE-II) Dtd. 04.06.2020 (Amended from time to time).
- Preference to Make In India, 2017:** Firm should indicate percentage of local content and provide self- certification that the item offered meets the local content requirements and also provide details of the locations at which the local value addition is made (refer public procurement (Preference to Make in India), Order 2017- Revision Regarding DPII Order No P-45021 1212017-PP (BE-II). Dt.04.06.2020) (Amended from time to time).
- Earnest Money Deposit:** Bid Security (also known as Earnest Money Deposit) will be obtained from the bidders except Micro and Small Enterprises (MSEs) having Udyog Aadhaar Memorandum (UAM) number as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase Organization or the concerned Ministry or Department (including other units of AVNL) or Start ups as recognized by Department of Industrial Policy and Promotion (DIPP), irrespective of the store for which they are registered. EMD is also not required from Central PSUs. EMD shall be obtained in favor of the Chief General Manager/HVF (A Unit of AVNL). The EMD may be accepted in the form of Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the commercial banks or payment online in an acceptable form, safeguarding the purchaser's interest.

erest in all respects. The EMD is normally valid for a period of forty-five days beyond the final bid validity period.

4. EMD need not be taken for tenders with an estimated value (including all taxes) less than Rs. 5Lakhs. The Present EMD Value is 3 % of Tendered Value. **(Annexure - 1)**
5. **Technical Evaluation:** The participant firms has to be submit the compliance report with respect to Technical and other requirements attached in the ATC attachments name as Gem TC.
6. **Option Clause:** The Purchaser has right to Operate Option Clause up to 25% of Tendered/Supply Order Quantity as per Tender Enquiry Conditions.
7. **Distribution of Quantity:** 100 percent on L-1 firm
8. **Performance Security Deposit (PSD):** To ensure due performance of the contract, Performance Security Deposit shall be obtained from the successful bidder (s) awarded the contract. Performance Security Deposit shall be obtained from every successful bidder irrespective of his registration status etc. The following Instructions/Guidelines shall be followed, while preparing the purchase orders: **(Annexure - 2)**
 - ix. Performance Security Deposit is not necessary for contracts valuing up to Rs. 10 lakhs.
 - x. Above Rs. 10 lakhs, PSD is mandatory.
 - xi. The Performance Security Deposit should be for an amount equal to 3% of the contract value [Revised vide Notification No F 9/4/2020-PPD; Dtd 12th November 2020]. However, any amendment to this effect issued by MoD from time to time shall be adhered to.
 - xii. The PSD submitted by the firm shall be returned after 14 Months' time subject to acceptance of Stores (12 Months Guarantee Period + 2 Months for Processing)
9. **Liquidated damages:** Purchaser reserves the right to levy liquidated damages if the supplier intends to supply the material after original delivery period and in no case the supplier supply the material without valid delivery period extension. A sum of 0.5% per week of delay or part thereof, subject to a maximum of 10% towards Liquidity Damages on the undelivered part of the order. The liquidity damages will be calculated on the basic cost **(including taxes & duties).**
10. **Terms of Payment:** All payments will be made directly to your bank account through e-payment against 'Sellers' bill by account transfer through NEFT/RTGS only for accepted material within 30 days from the date of acceptance of material or submission of bills/documents whichever is later
11. **Delivery Period:** Vendor should deliver the item before delivery period. Competent Financial Authority(CFA) reserves the right to extend the Delivery Period with LD or Without LD. In case of down ward rate trend observed the firm may have to accept the down ward trend for extension of Delivery Period.
12. **Short / Excess Deliveries:** There can be occasions when excess/ short supplies are made by the suppliers due to various reasons. These variations in supplies for other than raw materials may be accepted, subject to the value of such excess/short supplies not exceeding: (a) 5% (five percent) of the original value of the contract, if total contract value is less than 10 lakhs, (b) 2 % (two percent) of the original value of the contract, if total contract value is 10-50 lakhs, and (c) 1 % (one percent) of the original value of the contract, if total contract value is more than 50 lakhs. Quantity tolerance shall be permitted to the extent of + / - 5% for raw materials irrespective of value.
13. **Security Deposit:** The firm who is going to bag the Supply Order in specific cases where whole job work involved i.e., issue of Raw Material by HVF a

and subsequent operations at firm's premises (may have to submit Security Deposit as per the rate fixed by HVF to lift the material)

14. **Ex-Works:** Supplier Should Deliver the Goods to the purchaser (i.e., Heavy Vehicles Factory, Avadi) within Delivery, unless otherwise specially mentioned in Tender Enquiry.
15. **F.O.R:** The stores shall be delivered free at Heavy Vehicles Factory, Avadi.
16. **Arbitration:** "All disputes & differences arising out of or in any way touching or concerning this agreement (except those for which specific provision has been made therein) shall be referred to Sole Arbitrator to be appointed by CMD/AVNL-Chennai with the mutual consent of the parties. The Arbitrator so appointed shall be a Government Servant / Ex-Government Servant (with mutual consent) who had not dealt with matter to which this agreement relates and in course of his duties had not expressed views on all or any of the matter in dispute or differences. The Award of Sole Arbitrator shall be final and binding on the parties.
17. **Inspection Authority:** The Chief General Manager, Heavy Vehicles Factory Avadi or his Authorized Representative. Inspection will be done at Heavy Vehicles Factory Avadi. CGM in the interest of state reserves the right to change the inspection terms to suit
 - i. The firm should furnish the test report of chemical and physical parameters of raw materials used for manufacture of components, fabricated stores, tools and gauges along with Challan. The instruments used for carrying out tests above shall have national traceability and evidence of the same will be furnished in the certificate.
18. **Technical Documents required while Submitting the Stores/Item:**
 - xix. 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.
 - xx. 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.
 - xxi. 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.
 - iv. Wherever 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.
 - v. 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.
 - vi. 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.

19. **Warranty:** All the Stores supplied shall be warranted against any defect in material, Workmanship, defective design, materials and non-conformance to intended performance, manufacturing Defects or 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 rectify such defects at his/her own cost or replace free of charge such stores when called upon to do so.
20. **Other General Terms & Conditions.:**
- xxi. The Stores supplied shall be of the best quality and Workmanship shall be in strict conformity with all the drawings and specifications furnished with the Purchase Orders and shall address the Technical description in all respects.
 - xxii. Where tenders are called for in accordance with 'particulars', the seller's tender to supply in accordance with such 'particulars' shall be deemed to be an admission on his part that he has fully acquainted himself with the details thereof and no claim on his part which may arise on account of non-examination or insufficient examination of the 'particulars' will in any circumstances be considered.
 - xxiii. The items not specifically listed but required for completeness of stores / system deemed to be included.
 - xxiv. All supplies should be accompanied by Sellers works inspections/ test certificates duly certifying, the Stores are in strict conformity with the drawings/specifications.
 - xxv. The final acceptance will be subject to inspection and approval at Buyer's premises. Once the material is rejected and communicated to the Seller, no request shall be entertained for re-inspection or acceptance of the stores. However, Buyer reserves the right to re-inspect the stores and consider acceptance at his discretion.
21. Chief General Manager or his Material Management representative reserves the right to reduce the Tender Quantity during placement of Supply Order.

****Note: For Other General Clauses/Information, kindly refer AVNL procurement manual 2024 (Stores & Services)**

3. Buyer Added Bid Specific ATC

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

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.

All GeM Sellers / Service Providers are mandated to ensure compliance with all the applicable laws / acts / rules including but not limited to all Labour Laws such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972 etc. Any non-compliance will be treated as breach of contract and Buyer may take suitable actions as per GeM Contract.

[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---