

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	17-10-2024 19:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	17-10-2024 19:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	180 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Defence
Department Name/विभाग का नाम	Department Of Military Affairs
Organisation Name/संगठन का नाम	Indian Navy
Office Name/कार्यालय का नाम	*****
Total Quantity/कुल मात्रा	1
Item Category/मद केटेगरी	PORTABLE NON DESTRUCTIVE XRF
GeMARPTS में खोजी गई स्ट्रिंग / Searched Strings used in GeMARPTS	PORTABLE NON DESTRUCTIVE XRF (PT no. 10S-16965-1-NA)
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Portable or Mobile Surface Roughness Tester, non metallic nameplates, PTFE Non Metallic Gasket, Prevailing Torque Type Hexagon Nuts (With Non-Metallic Insert), Style 1 - IS 7002, S Black Non-Slip for Camouflage Rig ICG, Pressure Sensitive Adhesive Plasticized PVC Tapes with Nonthermosetting Adhesive as per IS 7809 (Part 3 / Section 1)
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	<ul style="list-style-type: none"> Case (Defence)
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	12 Lakh (s)
OEM Average Turnover (Last 3 Years)/मूल उपकरण निर्माता का औसत टर्नओवर (गत 3 वर्षों का)	50 Lakh (s)
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	2 Year (s)
MSE Exemption for Years Of Experience/अनुभव के वर्षों से एमएसई छूट/ and Turnover/टर्नओवर के लिए एमएसई को छूट प्राप्त है	Yes

Bid Details/बिड विवरण	
Startup Exemption for Years Of Experience/अनुभव के वर्षों से स्टार्टअप छूट/ and Turnover/ टर्नओवर के लिए स्टार्टअप को छूट प्राप्त है	Yes
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria,Past Performance,Bidder Turnover,OEM Annual Turnover,Additional Doc 1 (Requested in ATC) *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 buyer
Do you want to show documents uploaded by bidders to all bidders participated in bid?/	No
Past Performance/विगत प्रदर्शन	10 %
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	Yes
RA Qualification Rule	50% Lowest Priced Technically Qualified Bidders
Type of Bid/बिड का प्रकार	Two Packet Bid
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days
Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	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	Total value wise evaluation
Arbitration Clause	No
Mediation Clause	No

EMD Detail/ईएमडी विवरण

Required/आवश्यकता	No
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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 & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

Beneficiary/लाभार्थी :

PCDA NAVY

State Bank of India, Wodehouse Road (Colaba), Mumbai, A/C No. 10136575108, IFSC Code: SBIN0000572 (Pcda Navy)
(Pcda Navy)

MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	No
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Details of the Competent Authority for MSE

Name of Competent Authority	Capt Vinod John Mattam
Designation of Competent Authority	Material Superintendent
Office / Department / Division of Competent Authority	Material Organisation Goa
CA Approval Number	18
Competent Authority Approval Date	31-08-2024
Brief Description of the Approval Granted by Competent Authority	MS approved for processing of the subject case on GeM port without reservation to MSE/MSME as per CGDA letter no. IFA/109/Make in India dated 18 Jan 24.

Competent Authority Approval for not opting Micro and Small Enterprises Preference : [View Document](#)

MII Purchase Preference/एमआईआई खरीद वरीयता

MII Purchase Preference/एमआईआई खरीद वरीयता	Yes
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1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.

2. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to their meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.

3. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

4. Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OEM {themselves or their

reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU for number of Financial years as indicated above in the bid document before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during of the Financial year. In case of bunch bids, the category of primary product having highest value should meet this criterion.

5. OEM Turn Over Criteria: The minimum average annual financial turnover of the OEM of the offered product during last three years, ending on 31st March of the previous financial year, should be as indicated in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with bid. In case the date of constitution / incorporation of the OEM is less than 3 year old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

6. 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/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 18.05.2021 [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Medium and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

7. 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 / RA process.

8. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 10% of bid quantity, in at least one of the last three Financial years before the bid opening date to any Central / State Govt Organization / PSU. Copies of relevant contracts (proving supply of cumulative order quantity of any one financial year) to be submitted along with bid in support of quantity supplied in the relevant Financial year. In case of bunch bids, the category related to primary product having highest bid value should meet this criterion.

9. 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/pre-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-agreed 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 buyer, 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 facilities

facility at sellers premises, the seller shall, on demand, pay to the buyer the costs incurred in the inspection and/or t 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 t as he may like fit and proper as per QAP/governing specification. The seller shall not be entitled to object on any gro 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 t seller.

Inspecting officer is the Final Authority to Certify Performance / accept the consignment. The Inspecting officer's dec 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.

10. Reverse Auction would be conducted amongst first 50% of the technically qualified bidders arranged in the order prices from lowest to highest. Number of sellers eligible for participating in RA would be rounded off to next higher ir value if number of technically qualified bidders is odd (e.g. if 7 bids are technically qualified, then RA will be conduct amongst L-1 to L-4). In case number of technically qualified bidders are 2 or 3, RA will be between all without any elimination. If Buyer has chosen to split the bid amongst N sellers, then minimum N sellers would be taken to RA rou case Primary products of only one OEM are left in contention for participation in RA based on lowest 50% bidders qualifying for RA, the number of sellers qualifying for RA would be increased to get at least products of one more OE (directly participated or through its reseller) if available. Further, if bid(s) of any seller(s) eligible for MSE preference are coming within price band of 15% of Non MSE L-1 or if bid of any seller(s) eligible for Make in India preference is / coming within price band of 20% of non MII L-1, then such MSE / Make in India seller shall also be allowed to particip the RA process.

PORTABLE NON DESTRUCTIVE XRF (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 दिन
1	*****	*****SOUTH GOA	1	180

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

1. **Generic**

Experience Criteria: The Bidder or its OEM {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU years before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the year. In case of bunch bids, the primary product having highest value should meet this criterion.

2. **Generic**

Registration / Empanelment Requirement: Contract shall be awarded to only such sellers, who are registered / empanelled / approved / enlisted with

DALS/ HQNA/ AIR FORCE/ DRDO (Aviation spares only)/ HAL/ DGAQA/ DNAS for the required goods / service category on the date of bid opening. Prospective bidders (if not already registered) are advised to get themselves registered with the said registration authority before bid opening date. (It is clarified that the registration is granted by the registering agency as per Rule 150 of GFR following a fair, transparent and reasonable procedure.)

3. **Generic**

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.

4. **Inspection**

Nominated Inspection Agency: On behalf of the Buyer organization, any one of the following Inspection Agencies would be conducting inspection of stores before acceptance:

Pre-dispatch Inspection at Seller Premises (applicable only if pre-dispatch inspection clause has been selected in ATC):

by the seller

Post Receipt Inspection at consignee site before acceptance of stores:
RAQAS (Goa) for stockist and MO(Goa) for OEM

5. **Certificates**

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.

6. **Forms of EMD and PBG**

Successful Bidder can submit the Performance Security in the form of Payment online through RTGS / internet banking also (besides PBG which is allowed as per GeM GTC). On-line payment shall be in Beneficiary name

PCDA NAVY
Account No.
10136575108
IFSC Code
SBIN0000572
Bank Name
State Bank of India

Branch address

Wodehouse Road (Colaba), Mumbai

. Successful Bidder to indicate Contract number and name of Seller entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer in place of PBG within 15 days of award of contract.

7. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

1. The bidder is requested to submit Bid Declaration Certificate in lieu of EMD (refer to Annexure A given below) at the letter head of the firm with duly signed along with the bid document.

Annexure A

Material Organisation

Dabolim

Vasco-da-Gama

Goa - 403 801

BID SECURING DECLARATION

K/2024/MOG/AGSG/O/133

I hereby declare that if we M/s _____ withdraw or modify our bids during the validity of the bid or if we are awarded the contract and we fail to sign the contract or to submit a performance security before the deadline defined in the request for bids document we will be suspended for a period of 12 months from being eligible to submit bids for contracts with Material Organisation (Goa).

Signature of (Tenderer/authorized Rep)

Name _____

Address _____

Date: _____

2. Items to be offered as per Part Numbers and description mentioned in the **Technical Specification**.

3. The bidder requires clarification regarding the contents of the bidding documents shall notify to the buyer at go-wncmog@navy.gov.in about the clarification sought not later 14 days prior to the date of opening of the bids.

4. The delivery period for supply of items would be 180 days from the effective date of contract. The delivery includes inspection clearance period. Please note that contract can be cancelled unilaterally by the buyer in case items are not received within the contracted delivery period. Extension of contracted delivery period will be at the discretion of the buyer, with applicability of LD clause.

5. INCOTERMS for Delivery and Transportation - "D" Terms.

(I) Terms of delivery: DDP at Dabolim (Goa)

(ii) Consignee details - The Material Superintendent

Material Organisation, Goa

6. **Liquidated Damages:** In the event of the Seller's failure to submit the Bonds, Guarantees and Documents, or to deliver the stores/goods and conduct trials, installation of equipment, training etc. as specified in this contract, the Seller may, at his discretion, withhold any payment until the completion of the contract. The buyer may also deduct from the seller as agreed, liquidated damages to the sum of 0.5% of the contract price of the delayed/undelivered stores/ services mentioned above for every week of delay or part of a week, subject to the maximum value of the Liquidated Damages being not higher than 10% of the value of delayed stores.

7. Termination of Contract: The Buyer shall have the right to terminate this Contract in part or in full in any of the following [cases](#):-

- (a) The seller fails to honour any part of the contract including submission of valid PBG in time.
- (b) The delivery of the material is delayed for more than 30 days for causes not attributable to Force Majeure and the scheduled date of delivery.
- (c) The Seller is declared bankrupt or becomes insolvent.
- (d) The delivery of material is delayed due to causes of Force Majeure by more than six months provided Force Majeure clause is included in contract.
- (e) The Buyer has noticed that the Seller has utilised the services of any Indian/Foreign agent in getting this contract and paid any commission to such individual/company etc.
- (f) As per decision of the Arbitration Tribunal.

8. Payment Terms: 100 % Payment on delivery . It will be mandatory for the Bidders to indicate their bank account numbers and the relevant e-payment details so that payments could be made through ECS/EFT mechanism instead of payment through cheques, wherever feasible. A copy of the model mandate form prescribed by RBI to be submitted by Bidders for receiving payments through ECS is at Form DPM-11 (Available in MoD website and can be obtained on request).

9. Advance Payments: No advance payment will be made.

10. Transportation: The following transportation clause will form part of the contract placed on successful Bidder. The stores are to be delivered to Material Organisation (Goa). Post inspection clearance by the seller. Seller will bear the costs and freight necessary to bring the goods to the destination.

11. It is requested that following documents be forwarded along with the consignments for inspection.

- (a) Certificate of origin, as applicable
- (b) Certificate of conformity from OEM / COC from vendor with traceability to OEM
- (c) Bill of lading / Airway bill, where applicable.
- (d) Log cards/ Manufacture record card/ Life details/ Passport (as applicable to life components).
- (f) Any other document deemed necessarily by inspection agency / in the Supply Order / Contract.

12. Following points are to be adhered to while dispatching the consignments:

- (a) 03 sets (1 original plus 2 duplicate) of all applicable documents mentioned in para 11 be forwarded to this organisation.
- (b) Supply order details are to be mentioned over the package for inspection process

13. The prospective bidders are requested to submit only E-pbg through GeM online. Offline PBG will not be considered valid for verification

14. Technical Evaluation Matrix bid (To be filled up and submitted along with the Technical Bid)

<u>Ser</u>	<u>Requirement</u>	<u>Compliance (Yes/No/Remarks)</u>
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I.	Bid Securing Declaration as per Para 1 of Buyer Added Bid Specific ATC	Yes / No. _____
II.	Items offered as per original part number and description	Yes / No. _____
III.	Acceptance of Delivery period as mentioned in Para 4 of Buyer Added Bid Specific ATC	Yes / No. _____
IV.	Acceptance of payment terms as per Para 8 & 9 of Buyer Added Bid Specific ATC	Yes / No. _____
V.	Warranty of 12 months from date of acceptance of store	Yes / No. _____
VI.	Acceptance of following information / documents / services with items supplied. a. Certificate of origin. b. Certificate of conformity from OEM / COC from vendor with traceability to OEM. c. Bill of lading / Airway bill where applicable d. Log cards/ Manufacture record card/ Life details/ Passport (as applicable to life component)	Yes / No. _____
VII.	Prospective Bidders not registered with said Registration/ Empanelment Authority are requested to provide copy of supply order in support of supplying similar items to any Naval Unit/ department under MoD to be enclosed along with Technical bid	Yes / No. _____

8. Generic

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

9. Ration Item ATCs

Packing Material The items will be supplied by the successful bidder in its original packing material and the packing material will not be returned. Weight of packing material will not be included in quantity supplied and only net weight of the items will be counted. The packing should be of standardized weights of appropriate size. It will not be accepted in non-standardized weights. Packing Material. The items will be supplied by the successful bidder in its original packing material and the packing material will not be returned. Weight of packing material will not be included in quantity supplied and only net weight of the items will be counted. The packing should be of

standardized weights of appropriate size. Item will not be accepted in non-standardized weights.

10. **Warranty**

Warranty period of the supplied products shall be 1 years from the date of final acceptance of goods or after completion of installation, commissioning & testing of goods (if included in the scope of supply), at consignee location. OEM Warranty certificates must be submitted by Successful Bidder at the time of delivery of Goods. Seller should guarantee the rectification of goods in case of any break down during the guarantee period. Seller should have well established Installation, Commissioning, Training, Troubleshooting and Maintenance Service group in INDIA for attending the after sales service. Details of Service Centres near consignee destinations are to be uploaded along with the bid.

11. **Warranty**

Timely Servicing / rectification of defects during warranty period: After having been notified of the defects / service requirement during warranty period, Seller has to complete the required Service / Rectification within 7 days time limit. If the Seller fails to complete service / rectification within defined time limit, a penalty of 0.5% of Unit Price of the product shall be charged as penalty for each week of delay from the seller. Seller can deposit the penalty with the Buyer directly else the Buyer shall have a right to recover all such penalty amount from the Performance Security (PBG). Cumulative Penalty cannot exceed more than 10% of the total contract value after which the Buyer shall have the right to get the service / rectification done from alternate sources at the risk and cost of the Seller besides forfeiture of PBG. Seller shall be liable to reimburse the cost of such service / rectification to the Buyer.

12. **Generic**

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 50 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase or decrease the ordered quantity by up to 50% of the contracted quantity during the currency of the contract at the contract rates. Bidders are bound to accept the orders accordingly.

Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority, 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 being 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.

be.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this they can raise their representation against the same by using the Representation window provided in the bid details in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to 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 with the laws of the country 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 of the country.

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 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 पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न व अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्यवाई का आधार होगा।

---Thank You/धन्यवाद---