

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	04-02-2025 12:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	04-02-2025 12:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	180 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Power
Department Name/विभाग का नाम	Contracts And Materials
Organisation Name/संगठन का नाम	Damodar Valley Corporation
Office Name/कार्यालय का नाम	Damodar Valley Corporation
Total Quantity/कुल मात्रा	11200
Item Category/मद केटेगरी	Supply of 33KV polymer pin insulators as per technical specifications to DVC, Transmission Wing
GeMARPTS में खोजी गई स्ट्रिंग / Searched Strings used in GeMARPTS	33kV polymer rigid pin insulator
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Rigid Plain Conduits of Insulating Materials as per IS 9537 (Part 3), Porcelain Insulators for Overhead Power Lines with a Nominal Voltage up to and Including 1000 V as per IS 1445, Environmental Chamber, PVC Insulated Cables, Unsheathed with Rigid Conductor (V2) as per IS 694, Porcelain Insulators for Overhead Power Lines with A Nominal Voltage Greater than 1000 V as per IS 731, PVC Insulated (Heavy Duty) Electric Cables, Suitable for use in Mines as per IS 1554 (Part 2), Solid Core Porcelain insulators for overhead Traction Lines
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	<ul style="list-style-type: none"> Composite Long Rod Insulators (POWERGRID)
MSE Exemption for Years Of Experience/अनुभव के वर्षों से एमएसई छूट/ and Turnover/टर्नओवर के लिए एमएसई को छूट प्राप्त है	Yes
Startup Exemption for Years Of Experience/अनुभव के वर्षों से स्टार्टअप छूट/ and Turnover/ टर्नओवर के लिए स्टार्टअप को छूट प्राप्त है	Yes

Bid Details/बिड विवरण	
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),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 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	Yes
RA Qualification Rule	H1-Highest Priced Bid Elimination
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	7 Days
Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
Estimated Bid Value/अनुमानित बिड मूल्य	5877683.84
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation
Arbitration Clause	No
Mediation Clause	No

EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाइजरी बैंक	Bank of India
EMD Amount/ईएमडी राशि	99622

ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	Bank of India
ePBG Percentage(%) /ईपीबीजी प्रतिशत (%)	3.00
Duration of ePBG required (Months)/ईपीबीजी की अपेक्षित अवधि (महीने).	26

(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित कैटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने हैं। एमएसई कैटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।

(b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

Beneficiary/लाभार्थी :

Sr. Manager, Finance, Maithon
Unified Finance Office, Damodar valley corporation, maithon dam , pin-828207
(Senior Manager Finance)

Reserved for Make In India products

Reserved for Make In India products	Yes
-------------------------------------	-----

MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
---	-----

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. Bid reserved for Make In India products: : Procurement under this bid is reserved for purchase from 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. However, eligible micro and small enterprises will be allowed to participate. The minimum local content to qualify as a class 1 local supplier is denoted in the bid document. All bidders 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 the bid is liable to be rejected. 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 . In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.
4. 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.
5. 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.

6. Reverse Auction would be conducted amongst all the technically qualified bidders except the Highest quoting bidder. The technically qualified Highest Quoting bidder will not be allowed to participate in RA. However, H-1 will also be allowed to participate in RA in following cases:

- If number of technically qualified bidders are only 2 or 3.
- If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.
- In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
- If L-1 is non-MSE and H-1 is eligible MSE and H-1 price is coming within price band of 15% of Non-MSE L-1
- If L-1 is non-MII and H-1 is eligible MII and H-1 price is coming within price band of 20% of Non-MII L-1

Pre Bid Detail(s)

Pre-Bid Date and Time	Pre-Bid Venue
22-01-2025 13:00:00	Office of the General Manager(C&M), Contracts and Materials dept. 1st Floor, Ramanuj Bhawan, Area- 6, DVC, Maithon, Jharkhand-828207. Mob. No- 6290507321

Supply Of 33KV Polymer Pin Insulators As Per Technical Specifications To DVC, Transmission Wing (11200 pieces)

(Minimum 60% Local Content required for qualifying as Class 1 Local Supplier)

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	BIMAL CHANDRA DAS	828207, Office of the Controller of Stores, DVC , Maithon, Post Office- Maithon Dam, Dhanbad	11200	180

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

- 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

Buyer Added Bid Specific Terms and Conditions.

i) **PRICE BASIS:**

The rates must be Firm till execution of the contract and on FOR-Destination basis which is inclusive of all charges upto DVC Store.

ii) **TAXES, LEVIES AND DUTIES shall be as below:**

- (a) Except as otherwise specifically provided in the Contract, the Contractor shall bear and pay all taxes, duties, levies, cess, etc. and charges assessed on the Contractor, its Subcontractors or their employees by all municipal, state or national government authorities in connection with the Facilities in and outside of the country where the Site is located.
- (b) All taxes, duties, levies, royalties, fees, cess, etc in respect of the works, supply and all other services to be done by the Contractor as per the specifications of Bidding Documents and also taxes, duties, cess & levies as may be applicable on the materials used for the works, supply shall be to the contractor's account & included in the Contract Price. **The Contract price shall be inclusive of GST & all other taxes, duties, levies, royalty, cess, fees etc. on FOR Basis.**
- (c) However, if DVC pays any taxes, duties, levies, cess, etc directly to the concerned statutory authorities, the same will be deducted from contractor's bill.

iii) **PAYMENT TERMS:**

PAYMENT TERMS: - 100% payment along with all taxes will be made by concerned Paying Authority, not exceeding 15(fifteen) days from the date of receipt of the materials at Consignee's Stores in good condition and acceptance thereafter by QC&I wing, DVC, Maithon thereafter. No payment will be made without acceptance of SDBG by DVC. All payments to the vendors will be released through RTGS/NEFT only.

iv) **SECURITY DEPOSIT-CUM-PERFORMANCE GUARANTEE:**

Within Fourteen (14) days from the date of issuance of Letter of Award (LOA)/ Work Order (WO)/Purchase Order (PO), the successful Bidder (s) shall furnish performance security for satisfactory execution of the order for an amount equivalent to 3 % of the Letter of Award (LOA)/ Work Order (WO)/Purchase Order value in the form of account payee demand draft, fixed deposit receipt from a commercial bank, bank guarantee issued/ confirmed from any of the commercial bank in India or online payment in an acceptable form, safeguarding DVC's interest in all respects.

In case of Performance Security in form of Bank Guarantee, the bidder may furnish an Unconditional Bank Guarantee as per GeM format from any Nationalised / Scheduled Bank and it should remain valid for a period of 26 months from the date of execution of Bank Guarantee its includes completion period, defect Liability Period (DLP)/ warranty period plus 60 days.

However, in case of delay in completion, the said BG should be extended suitably covering the entire warranty period plus two months.

The bidder may extend the original Bank Guarantee or may furnish new SDBG without consi

dering the projects which have been completed and Guarantee/Warranty period along with claim period is also over.

No payment whatsoever will be released till the acceptance of Security Deposit cum Performance Guarantee by DVC.

The Bank Guarantee/ BG Extension shall be issued on the SFMS (Structured Financial Messaging System) mode by Issuing Bank to the advising banks (Details of advising banks including IFSC Code is given below):

For Maithon-

Bank Name: BANK OF INDIA

Branch Name: Maithon Branch,

Account No.: "477721110000001"

IFSC Code: BKID0004777 ('0' Stands for zero).

In case of Performance Security in form of Demand Draft, the bidder may submit Account Payee Demand Draft in favour of **"The Sr. Manager, Finance, Maithon, DVC", payable at "Maithon"**.

If the Contractor fails to submit the performance security within 30 days of the date of issuance of LOA/PO/Work Order, DVC without prejudice to any other rights or remedies it may possess under the Contract, may forfeit the bid security (wherever applicable) and shall short close the Contract and retender and in this re-tender such defaulting Bidder will not be allowed to participate.

Other terms & condition SECURITY DEPOSIT-CUM-PERFORMANCE GUARANTEE as notwithstanding in tender document shall be as per DVC's GENERAL CONDITIONS OF CONTRACT (GCC) and Debarment Policy of this Bidding Documents.

Note: Please follow the instructions given in FORM NO. 9: BANK GUARANTEE VERIFICATION CHECKLIST & INSTRUCTION FOR FURNISHING BANK GUARANTEE

-
v) **DELIVERY PERIOD:**

-
180 days from the date of issuance of work order.

-
vi) **L.D CLAUSE:**

As per General Terms & Conditions of GeM.

If the Seller/Service Provider fails to deliver any or all of the Goods/Services within the original/re-fixed delivery period(s) specified in the contract, the Buyer will be entitled to deduct/recover the Liquidated Damages for the delay, unless covered under Force Majeure conditions aforesaid, @ 0.5% of the contract value of delayed quantity per week or part of the week of delayed period as pre-estimated damages not exceeding 10% of the contract value of delayed quantity without any controversy/dispute of any sort whatsoever.

-
vii) **RISK AND PURCHASE CLAUSE:**

As per the provision of Vol-II: ITB under **Buyer Added Bid Specific ATC** of Bid Document.

viii) **GUARANTEE / WARRANTY/DEFECT LIABILITY PERIOD:**

The Guaranty/Warranty Clause:- The Vendor shall warrant that all material / equipment / services supplied under this Order /contract shall be new, unused and conform to the Purchasers / owners requirements and specifications. The Vendor

r shall guarantee the material / equipment / services under this Order for a period of 18 months from the date of delivery or 12 months from the date of commissioning whichever is earlier. The Vendor shall agree to replace any material, which has been proved defective or fails to conform to the desired specifications free of cost to the Purchaser within the Guarantee/Warranty Period. The guarantee period for such replaced part shall be the same as that of equipment / materials specified earlier.

- ix) **ACCEPTANCE TESTS/INSPECTION:-** Inspection call along with routine test/functional test reports shall have to be submitted to the Sr. General Manager (Trans), DVC, Maithon at least 15 (fifteen) days in advance to enable him to depute QC&I Engineer of DVC. Acceptance tests will be carried out at bidder's end/NABL/Govt. approved laboratory in presence of DVC Engineer and Test report in triplicate along with Dispatch Clearance shall have to be submitted by bidder along with supply. The Acceptance tests inspection report complete with test results are to be furnished for issuance of Material Dispatch Clearance Certificate (MDCC) which will be issued by QC&I Wing.
- x) **MQP:** - MQP is to be submitted by successful contractor in attached format to the Sr. Manager (E), QC&I, Maithon for acceptance within 15 (fifteen) days from date of issuance of Work Order / LOA. Manufacturing clearance with approved specifications will be provided within time period as mentioned above. After completion of manufacturing, materials will be dispatched as per "INSPECTION" clause.
- xi) **DRAWING SUBMISSION:** - After Placement of Purchase Order agency should submit Drawing for approval within 15 (fifteen) days after placement of Purchase Order. The final corrected Drawing will be approved within 7 (seven) days after final Submission of Drawing.
- xii) **NOTE:** - 1. "Tests on shed & Housing Material shall also be carried out as per IEC: 61109-2008-05 & IEC: 62217 A 4 / 5 Hardness Test B Accelerated Weathering Test C Tracking & Erosion Test D Flammability Test. Tests on Core Material as per IEC: 61109-2008-05 & IEC: 62217 A Dye Penetration Test B Water Diffusion Test" and 2. "Bidder shall furnish The Type Test Certificate (Self attested) of composite insulators as per attached technical specifications. Validity of Type test report of must be within 5 years as per CEA guidelines vide no. CEA-PS-14-80 /1/2019- PSETD Division/195-271 dated 11/05/2020. If type test reports carried out within preceding 5 years from the date of techno-commercial bid opening are accepted during TC Bid stage, no type testing to be carried out. If the type test reports are older than 5 years or not accepted in TC Bid stage, then bidder shall give undertaking that they will conduct type tests as per relevant standards free of cost to DVC in the event of order placed on him/her without which his/her bid will not be considered further."

xiii) Delivery completion period- Materials are to be delivered within 180 (One hundred eighty) days from the date of issue of Purchase Order. Delivery Schedule indicated herein includes the time required for Submission of approval of drawings, QAP and documents, manufacturing, acceptance tests and successful completion of delivery at DVC store(s). Any failure /damage during testing or otherwise shall be borne by the bidder and shall not affect the delivery period and delivery indicated herein. Supply shall accompany manufacturers test and guarantee certificate (as stated in Guarantee Clause of this NIT). The manufacturer will be held responsible for the goods not being properly packed for transport by road to ensure them being free from loss of injury at their destination.

xiv) Drawing Approval & Pre dispatch Inspection- Within two weeks of the date of acceptance of PO, a schedule of various routine tests to be carried out on raw materials and accessories etc. shall be submitted by the manufacturer for DVC approval. No change in the schedule of tests shall be subsequently made by the manufacturer without the prior consent of DVC.

(i) Drawing complete in all respect and QAP is to be submitted to the Chief Engineer (Trans), DVC, Maithon for acceptance within 15 (fifteen) days from date of issuance of Purchase Order/LOI

(ii) Approval of final drawing will be given by Chief Engineer (Trans) office to the vendor within 10 (ten) days from the date of receipt of the same and approval of QAP will be given by QC&I, Maithon. The vendor shall start manufacturing strictly according to the approved drawings.

(iii) Inspection call (by Email/Post) along with Routine Test Reports of each item quoted for will be offered to this office before 3 (Three) weeks of readiness of material for inspection/ testing at vendor's premises.

xv) E-way Bill- E-way Bill will be issued on demand by the Consignee. On issuance of the Material Dispatch Clearance Certificate by the QC&I, Maithon, the vendor will directly contact the Consignee for issuance of E-way bill.

xvi) PAYING AUTHORITY- The Sr. Manager (Finance), DVC, Finance Dept., Maithon.

xvii) **SUB-LETTING & ASSIGNMENT:**

-

Subletting of the contract will be guided as detailed in the Clause No.-23 of DVC's General Conditions of Contract (GCC) & Debarment Policy of DVC.

xviii) **CONSIGNEE/ ENGINEER-IN- CHARGE WITH ADDRESS:**

-

The DCE (E) & Controller Of Stores, Unified Stores, DVC, Maithon, P.O. – Maithon Dam, District: Dhanbad, Jharkhand-828207.

xix) **PAYING AUTHORITY:**

-

The Sr. Manager (Finance), DVC, Finance Dept., Maithon.

xx) **Bidders are requested to go through Bid document comprising**

g following of documents before submission of offers in GeM Portal.

- a) **GeM's Bid Document.**
- b) **Buyer Added Bid Specific Terms and Conditions.**
- c) **Buyer Added Bid Specific ATC.**
 - 1. **Vol-I:** Invitation for Bids (IFB),
 - 2. **Vol-II:** Instructions to Bidders (ITB)
 - 3. **Vol-III:** General Conditions of Contract (GCC) and Debarment Policy
 - 4. **Vol-IV:** Other Terms and conditions & other details, Scope of work, Standard form at for performance evaluation and SOP DURING BILL SUBMISSION, Drawings, Quality Assurance Plan (QAP) and Schedule of Rates (BOQ)
 - 5. **Vol-V:** Bid Forms and Procedures (BFP)
- d) **GeM's General Terms and Conditions.**

NOTE:

- 1. **Buyer Added Bid Specific Terms and Conditions** as above and all other terms and conditions of **Vol-I: Invitation for Bids (IFB), Vol-II: Instructions to Bidders (ITB) & Vol-IV: Other Terms and conditions & other details, Scope of work, Standard format for performance evaluation and SOP DURING BILL SUBMISSION, Drawings, Quality Assurance Plan (QAP) and Schedule of Rates (BOQ) and Vol-V: Bid Forms and Procedures (BFP)** shall supplement/amend the corresponding clauses of DVC's General Conditions of Contract (GCC). Wherever there is any conflict, the provisions in Buyer Added Bid Specific Terms & Conditions and all other terms & conditions of **Vol-I: Invitation for Bids (IFB), Vol-II: Instructions to Bidders (ITB) , Vol-IV: Scope of Work, Technical Specification , Drawing, QAP(if applicable) and Other Terms & Conditions** and **Vol-V: Bid Forms and Procedures (BFP)** shall prevail over those in the DVC's GCC.
 - 2. Other Terms & Conditions shall be covered as per the General terms & conditions (GTC) of GeM & General Conditions of Contract (GCC) of DVC which are not specifically mentioned in the Bid Document.
 - 3. If there is any conflict between General terms & conditions (GTC) of GeM and the General Conditions of Contract (GCC) of DVC, then General Terms & Conditions (GTC) of GeM shall prevail over General Conditions of Contract (GCC) of DVC.
- xxi) **Scope of Work is attached above** in "Vol-IV of Buyer Added Bid Specific ATC" Document.
- xxii) **Submission of Documents:** As per formats and checklist given in "Vol-V: Bid Forms and Procedures (BFP)" of Buyer Added Bid Specific ATC" Document.
- xxiii) No payment will be released till the acceptance of SDPBG by DVC.
The agency has to submit bills in triplicate duly pre - receipted in original subject to prior acceptance of SDBG towards Security Deposit.

3. Buyer Added Bid Specific ATC

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

4. Generic

Buyer Organization specific Integrity Pact shall have to be complied by all bidders. Bidders shall have to upload scanned copy of signed integrity pact as per Buyer organizations policy along with bid. [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 कार्रवाई का आधार होगा।

---Thank You/धन्यवाद---