



# Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण		
Bid End Date/Time/बिड बंद होने की तारीख/समय	12-10-2024 10:00:00	
Bid Opening Date/Time/बिड खुलने की तारीख/समय	12-10-2024 10:30:00 180 (Days) Ministry Of Mines	
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)		
Ministry/State Name/मंत्रालय/राज्य का नाम		
Department Name/विभाग का नाम	Materials	
Organisation Name/संगठन का नाम	National Aluminium Company Limited, Bhubaneswar	
Office Name/कार्यालय का नाम	Angul	
Total Quantity/कुल मात्रा	1	
ltem Category/मद केटेगरी	6.6KV VCB PANEL REPLACEMENT IN CHP-1	
GeMARPTS में खोजी गई स्ट्रिंग / Searched Strings used in GeMARPTS	6.6KV VCB PANEL REPLACEMENT IN CHP-1 Digital Trainer Kit, shoes school pvc boys girls, Swing Check Type Reflux Valves for Water Works Purposes (Single Door Pattern) (V2) as per IS 5312 (Part1), Screw Drivers as per IS 844	
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS		
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	• Vacuum Circuit Breakers - Indoor type as per IS 13118	
MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट	Νο	
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	Νο	
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Certificate (Requested in ATC),OEM Authorization Certificate *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?/	Νο	
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	Νο	

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Bid Details/बिड विवरण		
Type of Bid/बिड का प्रकार	Two Packet Bid	
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	3 Days	
Inspection Required (By Empanelled Inspection Authority / Agencies pre- registered with GeM)	Νο	
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation	
Arbitration Clause	Νο	
Mediation Clause	Νο	

## EMD Detail/ईएमडी विवरण

Required/आवश्यकता	No

No

## ePBG Detail/ईपीबीजी विवरण

Required/आवश्यकता

# 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
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1. Preference to Make In India products (For bids < 200 Crore):Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate .The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023.

<u>OM\_No.1\_4\_2021\_PPD\_dated\_18.05.2023</u> 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.

# 6.6KV VCB PANEL REPLACEMENT IN CHP-1 (1 set)

(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

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# Installation Commissioning and Testing (ICT) details for the above item:

% of Product Cost Payable on Product Delivery	80%	
Min Cost Allocation for ICT as a % of product cost	20%	
Number of days allowed for ICT after site readiness communication to seller	60 Days/दिन	

# 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	SIBA PRASAD BEHERA	759145,CAPTIVE POWER PLANT NALCO, ANGUL	1	270

### Buyer added Bid Specific Additional Scope of Work

S.No.क्र.सं	Document Title	Description	Applicable/रिवर्स प्रभार के अनुसार जीएसटी i.r.o. Items
1	CPBG FORMAT <u>View</u>	IN CASE OF PLACEMENT OF ORDER, THE SUCCESSFULL BIDDER SHALL FURNISH THE CPBG (@5%) IN THE ATTACHED FORMAT WITHIN 15 DAYS OF GENERATION OF GEM CONTRACT.	6.6KV VCB PANEL REPLACEMENT IN CHP-1(1)
2	RFQ along with TECHNICAL ANNEXURE <u>View</u>	BIDDERS SHALL SUBMIT THE DULY SIGNED "RFQ along with TECHNICAL ANNEXURE" ALONG WITH THE OFFER FOR TECHNICAL SCRUTINY.	6.6KV VCB PANEL REPLACEMENT IN CHP-1(1)

The uploaded document only contains Buyer specific Additional Scope of Work and / or Drawings for the bid items added with due approval of Buyer's competent authority. Buyer has certified that these additional scope and drawings are generalized and would not lead to any restrictive bidding.

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

### 1. Generic

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

#### 2. Scope of Supply

Scope of supply (Bid price to include all cost components) : Supply Installation Testing Commissioning of Goods and Training of operators and providing Statutory Clearances required (if any)

#### 3. 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.

#### 4. Certificates

The bidder is required to upload, along with the bid, all relevant certificates such as BIS licence, type test certificate, approval certificates and other certificates as prescribed in the Product Specification given in the bid document.

#### 5. 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 %.

### 6. Generic

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

#### 7. Generic

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

#### NATIONAL ALUMINIUM COMPANY

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 certified that the registration is granted by the registering agency as per Rule 150 of GFR following a fair, transparent and reasonable procedure.)

#### 8. Generic

While generating invoice in GeM portal, the seller must upload scanned copy of GST invoice and the screenshot of GST portal confirming payment of GST.

#### 9. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

# **INTERNAL REF: 329/3000010261**

SCOPE: DESIGN, DETAILED ENGINEERING, TESTING, COMMISSIONING & SUPPLY OF 6.6 KV SWIT CHGEAR (3 PHASE, 3 WIRE, UNEARTHED) BOARDS, ASSOCIATED CONTROL AND RELAY-PROTECTION PANELS AND BREAKERS (VCB) & ON-SITE SUPERVISION OF DISMANTLING OF EXIS TING SYSTEM, SUPERVISION OF ERECTION OF THE SUPPLIED NEW SYSTEM FOR THE 6.6 KV CH P1 SWITCH BOARD AT CPP-NALCO, ANGUL (DETAILS AS PER ATTACHED BUYER SPECIFICATION DOCUMENT).

THE BIDDERS SHALL FURNISH THE FOLLOWING ALONG WITH THE OFFER:

(i) THE DULY SIGNED 'BUYER SPECIFICATION DOCUMENT' TOWARDS CONFIRMATION OF TECHNICA L SPECIFICATION AS PER OUR BID.

(ii) THE DULY SIGNED GEM BID DOCUMENT TOWARDS CONFIRMATION OF ALL THE TERMS & COND ITIONS AS PER THE BID DOCUMENT FOR TECHNICAL SCRUTINY OF THE OFFER.

IN CASE OF NON-SUBMISSION OF ANY OF THE DOCUMENTS ASKED IN THE BID DOCUMENT, THE O FFER MAY BE LIABLE FOR REJECTION WITHOUT ANY CLARIFICATIONS.

The above item specific in nature in view of quality and performance for our plant production, hence against this bid the offers of already approved proven supplier's or authorized of above suppliers with valid authorization certificate (with specific authorization mentioning present g em bid number) is only acceptable.

1) GUARANTEE: The materials shall have guarantee against defective design, faulty materials of co nstruction, poor workmanship and unsatisfactory performance for a period of 18 months from dat e of supply or 12 months from the date of commissioning whichever is earlier. The guarantee certi ficate to this effect shall be submitted by you along with the dispatch documents.

2) TEST CERTIFICATE: Test Certificate's from Reputed / Govt. approved Laboratory as per Technica I Specification and Scope of Work shall be submitted by you wherever required.

3) Bidder shall submit point wise confirmation of specification as well as special conditions along w ith the offer.

4) Prices on GEM are inclusive of all cost component i.e. GST, freight, P&F, insurance etc. Any othe r condition mentioned anywhere in the attachment shall be ignored.

5) Vendor should submit bid only if tender additional terms & conditions and GEM general terms & conditions are acceptable. Any commercial term mentioned as an attachment shall be ignored.

6) NALCO is a SA8000 certified company and all bidders interested to supply material to NALCO sh ould be committed to social accountability. Hence, please submit the completely filled SA8000 questionnaire provided with the tender (without any alteration to the format) along with the offer. SA8000 certified companies can submit their certification. Non-compliance to the requirements of SA8000 may lead to rejection of the offer.

7) TDS under section 194Q:

a) Finance Act 2021 has brought amendments in existing TDS/TCS Sections and has introduced ne w Sections 194Q (Deduction of tax at Source on payment of certain sum for purchase of goods ) a nd 206AB (Special provision for deduction of tax at source for non-filers of income-tax return) amo ng others. The above Sections would be effective from 01st July, 2021.

b) NALCO, being Buyer (under Section 194Q inserted in the Income Tax Act, 1961 vide Finance Act 2021) having total sales, gross receipts, or turnover from business above Rupees Ten Crores durin g the last Financial Year, will deduct TDS under Section 194Q, w.e.f. 01.07.2021, at the prescribed rate of 0.1% on the purchase value of any goods, aggregate of which is exceeding the threshold li mit of Rs.50 Lakhs in a Financial year.

c) Accordingly, Vendors/Sellers are not to to collect tax at source under section 206C (1H) of the A ct w.e.f. 01.07.2021, in case provisions of section are applicable to them.

d) The above is as per the current statute and is subject to modification(s) based on amendments/ notifications under Income Tax Act, 1961, from time to time. Income Tax TDS, as applicable at the prevailing rate on the gross amount billed shall be deducted from the contractor's bills.

e) Vendor/Party categorised/designated as "specified person" under Section 206AB of Income Tax Act, 1961 shall be liable for TDS at higher rate as provided under the said section, by NALCO. So, V endors/Contractors are advised to submit self-certified copies of Income Tax return (ITR) for each of the Two Previous Years for which due date for filing of ITR has expired, along with the Invoice/Bi II so as to facilitate NALCO, verify the applicability of Section 206AB.

8) In case of order placement, vendor shall comply to "EHS (Environment Health & Safety) GUIDEL INES TO SUPPLIERS" provided with the tender (Format attached in Buyer uploaded ATC document) ."

9) ANTI-PROFITEERING CLAUSE (SEC 171 OF CGST ACT): Bidder has to provide declaration along wi th the tender that they will abide by the requirements under Cl 171 of CGST Act, 2017 (Format att ached in Buyer uploaded ATC document).

10) Payment terms: 80% payment of supply value shall be released within Ten (10) Days of Issue of Consignee Receipt-cum-acceptance Certificate (CRAC) and submission of bill and Balance 20% payment of supply value along with ICT charges shall be released after successful Installation & co mmissioning, handing over of equipment to Nalco. Payment of GST shall be subjected to reflection of the party's invoice in GSTR 2A/ ANX-2 (GST new return) of NALCO. In case of any deviation, the offer may be liable for rejection as there is no provisions of commercial loading in GEM.

11) Local Content Declaration: The bidders are requested to go through the Gol Order No: P-45021 /2/2017-PP(BE-II), DTD: 16.09.2020 or amended thereafter for the purpose of Purchase Preference on the basis of Local Content . Please submit the completely filled declaration provided with the te nder (without any alteration to the format) along with the offer (Format attached in buyer uploade d ATC document).

12) The Contact details are as follows:-

a) Technical dept. Executive (for technical queries):-

Mr. Sukanta Kumar Sahoo, Contact No-9437495111, Email: sukanta.sahoo@nalcoindia.co.in.

b) Purchase Executive:-

Mr. Subham Gupta, Contact No-9437388596, Email: subham.gupta@nalcoindia.co.in.

c) Stores Executive (i.e. consignee):-

Mr. Siba Prasad Behera, Contact No-9437350693, Email: sibaprasad.behera@nalcoindia.co.in.

d) Finance Executive:-

Mr. Debendra Samal, Contact No-9438368588, Email: <u>debendra.samal@nalcoindia.co.in</u>.

13) **Registration / Empanelment Condition:** Only GEM registered vendors will be considered fo r enlistment. Vendor registration email need to send to below mentioned technical contact person s along with below required technical credentials to enlist them self in approved / empanelled ven dor with a copy to the respective purchase executive (mentioned at point No. 12 above).

Technical contact persons:

- (i) Name: S K Sahoo, Designation: AGM (Elect.), Mobile Number: 9437495111, e-mail Id: <u>sukanta.sahoo@nalcoindia.co.in</u>.
- (ii) Name: B C Mohanta, Designation: DGM (Elect.), Mobile Number: 9437071262, e-mail Id: bcmohanta@nalcoindia.co.in.

Required credentials:

(i) SIMILAR ITEM PURCHASE ORDER OF MINIMUM 80% OF ESTIMATED VALUE AND RELATED PERFO RMANCE CERTIFICATE FROM REPUTED GOVERNMENT ORGANISATIONS WITH NAME AND DESIGNA TION OF THE ISSUING AUTHORITY. (SIMILAR MEANS AS PER OUR TECHNICAL SPECIFICATION IN NIT ).

(ii) THE PURCHASE ORDER SHOULD BE IN THE LAST SEVEN YEARS ENDING ON LAST DAY OF THE M ONTH PREVIOUS TO THE ONE IN WHICH NITS ARE INVITED.

The maximum time period (in days) required from the date of receipt of credentials for enlisting in the approved / empanelled vendor list is 10 days. Any vendors fulfilling the above mentioned tech nical credentials may be considered for enlistment before price bid opening in present bid after su bmission of request over email within bid opening date/time.

14) PREDISPATCH INSPECTION (PDI): Pre-dispatch inspection of the panel shall be carried out by N alco's representative(s) at manufacturer's works prior to despatch within 15 days of prior intimati on by supplier (For PDI party has to submit inspection/test plan and as built drawings at least 15 d ays before inspection call). Advance call for inspection shall be given before expiry of delivery peri od. However, final inspection of the materials shall be carried out by Nalco at Nalco CPP site and t he result shall be final and binding on the supplier. Any discrepancy found during final inspection a t Nalco CPP store shall lead to rejection of materials.

All the test certificates of the tests performed during pre-dispatch inspection shall be submitted by you along with the dispatch documents.

15) PRE-BID/PRE-CONTRACT AGREEMENT (INTEGRITY PACT) & INDEPENDENT EXTERNAL MONITOR S:

1.0 Bidder shall submit the accompanying 'Integrity Pact' attached at Clause-8 of ATC i.e. "Buyer Organization specific Integrity pact" of this bid on its company's Letter Head/Plain A4 paper, duly s igned by the person(s) signing the bid.

2.0 All the pages of the Integrity pact are to be signed by the bidder. Bidders are required to clearl y indicate the name and designation of the signatory (ies) as well as the name and address of the witnesses. The Bidders should not change the contents of the Integrity Pact.

3.0 The scanned copy of the Integrity Pact is to be uploaded along with their offer in GeM portal.

4.0 At present, there is a panel of 03 IEMs in NALCO. They are as below:

(i) Dr. Meeran C Borwankar IPS (Retd.)

C 10/5, Vasant Vihar

New Delhi-110052

E-mail: mcborwankar@gmail.com

(ii) Ms Archana Ranjan IRS (retd.)

A 4/1, Vasant Vihar,

New delhi- 110057

E-mail: ranjan.archana@gmail.com

(iii) Smt. Deepa Krishan IRS (Retd.)

C 2603, Sushant Lok-1

Gurgaon, Haryana - 122002

E-mail: deepakrishnan@gmail.com

Note:-

i. Bidder may write to the IEM through Email (provided in the tender) for their grievances if any, gi ving details of the tender reference, name of the tender issuing officer and Nalco's unit for quick i dentification of the tender by the IEM.

ii. Only representation in respect of Integrity Pact need to be addressed to the IEMs and no query r egarding tender terms and conditions should be address to the IEMs.

iii. Any clarification regarding the tender details and terms & conditions should be addressed to NA LCO's officials as per contact details mentioned at point no. 12 above.

16) CONTRACT CUM PERFORMANCE BANK GUARANTEE (CPBG): To cover the guarantee liabilities, t he seller shall furnish a Contract cum Performance Bank Guarantee (CPBG) in NALCO's prescribed attached format towards successful execution of the contract and performance obligation of the e quipment/ system to support equipment's trouble free performance and for Defect Liability from a ny bank approved by NALCO for 5% of total order value including amendment if any, with claim pe riod of 3 months beyond the guarantee period as mentioned in Clause No. 1 of buyer added text b ased ATC clauses. The CPBG shall be sent within 15 days from the date of PO/LOI released by NAL CO. The Bank guarantee issued the issuing Bank on behalf of supplier in favor of NALCO shall be in paper form as well as under Structured Financial Messaging System (SFMS). Original Bank guarant ee issued by the issuing Bank shall be sent by the issuing Bank to NALCO by registered post. If the vendor fails to submit CPBG after placement of order, the equivalent amount shall be recovered fr om the bill(s) of the vendor. You will confirm Bank guarantee confirmation through SFMS in your q uotation as per our CPBG format enclosed.

Subject to any deduction which NALCO is authorized to make CPBG shall be released after satisfac tory execution of the contract and on completion of guarantee period as mentioned above. On the breach of the contract by the supplier, CPBG shall be forfeited/ encashed whether or not the comp any has suffered a loss on this account and Purchase Order shall be rescinded. Forfeiture/ encash ment of CPBG does not prejudice NALCO's rights to make risk and cost purchases and recover da mages on account of such risk and cost purchases.

CPBG in NALCO's prescribed format and bank list approved by NALCO are attached under "Additio nal scope of work" of this bid.

CPBG shall be submitted directly to finance dept. (GM (Fin.), NALCO Captive Power Plant) along wit h other dispatch documents.

17) PERFORMANCE GUARANTEE: The system is required to give a trouble free operation for a peri od of minimum Twelve months from the date of commissioning. If any modification or replacemen t is incorporated in between, the guarantee period shall be extended and counted for twelve mont hs from the same date.

18) Training: O&M of supplied VCB and of other electrical and electronics equipment to be impart ed at site. Maintenance of VCB to be imparted at OEM's works for 40 man-days to NALCO employe es is in the scope of supplier.

19) Spare Support: Party has to guaranty for spare supply for at least 10 years from the date of su pply.

20) Drawing: 6sets of hard copy drawing along with softcopy in the form of PDF and autocad to be supplied. A QR code drawing shall be provided on each panel for quick access of drawing.

# 10. Buyer Added Bid Specific ATC

Buyer uploaded ATC document <u>Click here to view the file</u>.

## 11. 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. <u>Click here</u> 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 <u>attached categories</u>, trials are allowed as per approved procurement policy of the buyer nodal Ministries)
- 9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
- 10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
- 11. Creating bid for items from irrelevant categories.
- 12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
- 13. Reference of conditions published on any external site or reference to external documents/clauses.
- 14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

#### This Bid is also governed by the General Terms and Conditions/ यह बिड सामान्य शर्तों के अंतर्गत भी शासित है

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश 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---