

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	11-02-2025 17:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	11-02-2025 17:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	120 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Power
Department Name/विभाग का नाम	Hydro Power
Organisation Name/संगठन का नाम	Nhpc Limited
Office Name/कार्यालय का नाम	Daporijo Upper Subansiri
क्रेता ईमेल/Buyer Email	teceval3.nl.ar@gembuyer.in
Total Quantity/कुल मात्रा	2
Item Category/मद केटेगरी	Standard Ambulances (Q1)
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	19 Lakh (s)
MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट	No
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Past Performance,Bidder Turnover,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?/	Yes
Past Performance/विगत प्रदर्शन	50 %
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No
Type of Bid/बिड का प्रकार	Two Packet Bid

Bid Details/बिड विवरण	
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)	No
Estimated Bid Value/अनुमानित बिड मूल्य	3809164
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation
Arbitration Clause	No
Mediation Clause	No

EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	77000

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).	38

(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 दस्तावेज 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 :

NHPC LIMITED

Beneficiary Address: NHPC Office Complex, Sector-33, Faridabad, Haryana-121003 Account No.: 10813608692
Credit Bank: State Bank of India IFSC Code: SBIN0017313 SWIFT Code: SBININBB824 Branch Address: 5th Floor, Red fort Capital, Parsvnath Towers, Bhai Veer Singh Marg, Gole Market, New Delhi-110001
(Nhpc Limited)

Reserved for Make In India products

Reserved for Make In India products	Yes
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MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. 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 the 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.

2. 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.

3. 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.

4. 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.

5. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 50% 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 in 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.

Standard Ambulances (2 pieces)

(Minimum 50% Local Content required for qualifying as Class 1 Local Supplier)

Technical Specifications/तकनीकी विशिष्टियाँ

* जेम केटेगरी विशिष्टि के अनुसार / As per GeM Category Specification

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
Generic Parameters	Type of Ambulance [as per clause 3*3 of AIS-125 (Part 1)]	Type C - Road Ambulance: Basic Life Support Ambulance
	Category of Vehicle	M2 (GVW <=5 tonnes)
	Type of Wheel Drive	Two wheel drive
	Type of Fuel	Diesel
Engine and Transmission	Maximum Engine Output / Power (kW) at rated RPM	40 - 200 (kiloWatt)
Vehicle Parameters	Maximum Gross Vehicle Weight (Kerb weight + Payload)	2000 - 7000 (kilogram)
Accessories/Features	Air Conditioning	Only Patient Compartment
Ambulance Body	Number of Stretcher	1, 2
	Features of Main Stretcher	Main stretcher with an integral undercarriage
Warranty	Vehicle Warranty Time (Years)	3, 4, 5 Or higher (year)

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	KITO DULAM	791122,HOP Sectt, Subansiri Upper HE Project, NHPC limited,	2	30

Special terms and conditions-Version:3 effective from 21-11-2024 for category Standard Ambulances

1. SPECIAL TERMS & CONDITIONS FOR AUTOMOBILES

The following Special Terms and Conditions (STC) will be applicable for the below categories of Automobile for enlisting of products in GeM market and procurement through GeM. The STC conditions mentioned herein would supersede the General Terms and Conditions (GTC) for these categories of Automobile.

A. Automobile Categories

1. Standard Ambulances

2. Buses
3. Automotive Chassis Fitted with Engine
4. Built Up Trucks
5. Troop Carrier Police Vehicles
6. Truck with Water Tanker
7. Passenger Car
8. Utility Vehicle
9. Two Wheeler - Motorcycle, Scooter and Moped

B. Special Terms and Conditions

1. Only manufacturers of vehicles are allowed to upload their vehicle models in the above categories.
2. Manufacturers must give/ensure below mentioned minimum discount percentage on the prevailing MRP across all locations while enlisting their products on GeM:

Sl. No	Automobile Category	Minimum Discount Percentage
1	Standard Ambulances	12%
2	Buses	20%
3	Automotive Chassis Fitted with Engine	15%
4	Built Up Trucks	15%
5	Troop Carrier Police Vehicles	15%
6	Truck with Water Tanker	15%
7	Passenger Car	12%
8	Utility Vehicle	12%
9	Two Wheeler - Motorcycle, Scooter and Moped	12%

The seller may also offer an additional slab discount for a higher quantity.

3. Presently, the portal does not provide for uploading of the same catalogue with different MRP for different locations. Therefore, net prices inclusive of discounts shall be indicated by manufacturers while offering their products on GeM.

4. Freight Charges:

- i. The net price in the Marketplace (as mentioned in clause 3 above) may or may not be inclusive of freight charges in these categories. In case the seller desires to quote freight charges extra on per km basis, the same shall be indicated in the catalogue. The freight

- charge would indicate charges for inland transportation only.
- ii. In the scenario where the freight charges are quoted separately by the seller in the catalogue, additional fund is required to be blocked by the buyer on the GeM portal at the time of placement of contract to cover the fund requirement for freight charges on approximate basis. However, the payment of freight charges to the seller would be as per actuals. The seller can decline the order in case the freight charge blocked by buyer for budget purpose is less than applicable and incident for this denial of order will not be raised by the buyer against seller and will not be entertained by GeM.
 - iii. After supply of vehicles, the seller while submitting the invoice will indicate the freight amount at actuals subject to upper ceiling of the funds blocked for budget purpose by the buyer.
 - iv. In the scenario where the freight charges are quoted as zero by the seller in the catalogue and price on the portal are inclusive of freight charges, no additional fund for freight charge is required to be blocked by the buyer. Accordingly, buyer may select 0% on GeM portal as the additional funds for freight to be blocked over and above the total price on GeM portal.
5. **Tax Collected at Source (TCS):** In accordance with Section 206C(1F) of The Income Tax Act, for sale of a motor vehicle of the value exceeding INR 10 lakh, the seller shall collect from the buyer, a sum equal to one percent of the sale consideration (in case TCS is applicable to the buyer organization). The tax will be collected at the time of receipt of the payment from the buyer. Seller shall furnish to the buyer, a certificate to the effect that tax has been collected, specifying the sum collected, the rate at which tax has been collected and other necessary particulars. Accordingly, the buyer (where TCS is applicable) shall make the necessary provision for additional funds during purchase of vehicles to cover for TCS payment as per aforesaid provision.
 6. For procurement through Direct Purchase, Delivery Period shall be 90 days. Delivery period for Built-up Vehicles like Standard Ambulances, Troop Carriers Police Vehicles, Truck with Water Tanker, Buses, and Built-up Trucks shall be 120 days considering extra time involved in fabrication.
 7. OEMs shall ensure that the prices offered on GeM by them for a particular model is the lowest and no supply shall be made outside GeM to any Buyer, Government or Private, at a price lower or equal to that of GeM. In case of violation of this, GeM administration will review for removal of the model from GeM including other action as stipulated in General Terms and Conditions of GeM.
 8. Under Rule 149 of the General Financial Rules (Amendment dated 10.07.2024), Direct Purchase is permitted without any financial ceiling for Automobiles. Accordingly, procurement can be done without any ceiling for vehicles under above Automobile categories from available sellers on GeM, meeting the requisite quality, specification and delivery period. The buyer may, at their discretion, choose to initiate bidding process for these categories. In the event of bidding the below shall be applicable:
 - i. The buyer shall refer to the DOE OM dated 27.09.2024 regarding the exemption for OEMs of vehicles from submitting Earnest Money Deposit (EMD) and Performance Security (PS).
 - ii. Freight charges shall not be paid as additional amount in case the procurement is done through bidding process since price offered in bidding is on free delivery consignee place basis.
 - iii. As mentioned in clause 6 above, the TCS charges (1% of the sale consideration) shall be paid by buyer separately over and above the contract value. Hence, sellers are advised not to include TCS charges while offering the price during bid participation.
 9. The vehicle for Defence Buyer will be quoted separately with suffix "Defence" against each model. No Buyer other than Defence Buyer will select vehicle with suffix "Defence". In case Buyer does so, the responsibility for non-supply of vehicle rests with the Buyer. Seller can decline the order in this scenario and incident for this denial of order will not be raised by the buyer and will not be entertained by GeM.
 10. No Government Buyer (Central/State/PSU/Autonomous body/Academic Institute/Local Bodies etc.) shall place any order at GeM prices outside GeM. Buyers shall note that prices on GeM are only applicable if the procurement is made through GeM portal. Using GeM prices for procurement outside GeM portal is strictly prohibited. Such action will violate the basic principles of transparency and accountability enshrined in GeM.

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

1. Scope of Supply

Scope of supply (Bid price to include all cost components) : Only supply of Goods

2. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

1. The bidder should be either OEM of the offered vehicle or Authorized dealer of a manufacturer to quote on behalf of their manufacturer in case manufacturer does not quote directly. In such a case, the authorized dealer shall have to submit relevant 'Authorized Dealership' certificate from the manufacturer.

Manufacturer, without reference to any specific tender and having validity of such authorization for considerable duration shall be determining the eligibility of the particular tender. Authorization issued with reference to specific tender in favour of particular tender/bidder will not be entertained.

In case a dealer is participating in a tender on behalf of one manufacturer, he is not allowed to participate/quote on behalf of another manufacturer in this tender or in a parallel tender for the same item. All such bids with same make/manufacturer will be rejected.

2. OEMs of the vehicles are exempted from submitting earnest Money deposit (EMD) and Performance Security (PS) as mentioned **in Clause 8(i) of " Specific terms & condition for automobiles"**.
3. **Bid Security / EMD:** -Bids of those bidders (**other than OEM of the offered vehicle**) who have not submitted the requisite Cost of EMD value **Rs.77,000/- (Rupees One Lakh Forty Three Thousand only)** shall not be considered for evaluation, except in case of exemption as per GeM GTC.
- 3.1. EMD may be deposited either in the form of a Demand Draft / Banker's Cheque in favour of **NHPC Limited, payable at S.B.I, Regional Office, Itanagar (Branch Code No.-06091)**. Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date in the address: Manager (Civil), P&C Division, NHPC Limited, Subansiri Upper H.E Project, Daporijo, Dist. Upper Subansiri, Ar.P-791122.

OR

Bidder can submit EMD amount online also through NEFT/RTGS/Internet banking in beneficiary name **NHPC Ltd** in the following bank account. Scanned copy of the receipt of the same may be uploaded on GeM Portal; otherwise, the uploaded bid will be rejected.

- i. Account Number: - 00000030398469022
- ii. Payable At: - S.B.I, Regional Office, Itanagar (Branch Code No.-6091)
- iii. IFSC CODE: - SBIN0006091

OR

The bidder can also submit EMD in the form of a Bank Guarantee issued by an Indian Nationalized Bank or any Scheduled Bank in India in the prescribed proforma, annexed as **"Annexure-III" (Buyer uploaded ATC document)** hereto, valid for a period not less than 90 days beyond the validity period of the tender. Failure to do so may prevent a tender from being considered.

Bidder has to upload scanned copy / proof of the BG along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date in the address: Manager (Civil), P&C Division, NHPC Limited, Subansiri Upper H.E Project, Daporijo, Dist. Upper Subansiri, Ar.P-791122.

- 3.2. Bidders shall communicate the following bank details of NHPC Ltd. to the issuing Bank for online (SFMS) confirmation of Bank Guarantee to be submitted in terms of this Clause: Name of the beneficiary: NHPC Limited,

Beneficiary Address: NHPC Office Complex, Sector-33, Faridabad, Haryana-121003 Account No.: 10813608692

Credit Bank: State Bank of India

IFSC Code: SBIN0017313

SWIFT Code: SBININBB824

4. SECURITY DEPOSIT FOR PERFORMANCE:

- 4.1. Within 28 days of receipt of Supply Order, the Supplier~~other than OEM of the offered vehicle~~ shall furnish to the Engineer-in-Charge a Performance Guarantee in the form of Demand Draft/ Bank Guarantee from an Indian Nationalized Bank or any Scheduled Bank in India as per the format appended as **Annexure-IV(Buyer uploaded ATC document)** herewith for an amount equal to (05) Five percent of the contract price by way of guarantee valid for a period of 90 (Ninety) days beyond the date of completion of all contractual obligations of the supplier, including warranty obligations. The Performance Guarantee shall be released after successful completion of the warranty period. The Performance Guarantee amount will not earn any interest for the whatsoever period detained by NHPC.

- 4.2. If the Contractor does not submit the Performance Security within the stipulated period due to any valid reason, Tender Inviting Authority may grant time extension for submission of performance security based on the request of Contractor.

In case, the contractor does not submit performance security without a valid reason, the Employer shall impose simple interest @12% per annum on the full amount of applicable performance security (along with applicable taxes, if any) for the period of delay in submission of performance security. The interest on delayed period shall be calculated on pro rata basis for number of delayed days.

The interest accrued shall be payable by the Contractor within 14 days from the date of intimation by Tender Inviting Authority in form of Bank Demand Draft/ Banker Cheque in favour of "NHPC Ltd", otherwise the same shall be recovered from any payment due or become due against bills /any other amount lying with NHPC.

The delayed submission of Performance Security by the Contractor shall be recorded in the substantial completion and final completion certificates. Further, no claim for extension of time for completion period or any other type of claim on account of delayed submission of performance security shall be entertained.

- 4.3. If contractor fails to submit the Performance Security within 45 days (for the contracts having time for completion-up to 12 months) or 60 days (for the contracts having time for completion-more than 12 months) from the date of issue of Letter of Award (LOA)//, then following actions shall be taken against such Contractor:

- (i) Award shall summarily be terminated.
- (ii) EMD/Bid security shall be forfeited.
- (iii) The bidder shall be debarred/banned to participate in the business dealing with NHPC for a period of one year.
- (iv) The name of the Contractor shall be hosted on the NHPC website etc. as per existing norms of NHPC/ Govt. of India.
- (v) Such defaulted contractor shall not be eligible to participate in the bidding process of re-tender of this work.

- 4.4. The performance security shall not be released till liquidated damages, if any, is pending for recovery. The performance security will be forfeited and credited to the procuring entity's account in the event of a breach of contract by the contractor. It should be refunded to the contractor without interest, after he duly performs and completes the contract in all respects but not later than 90 (ninety) days of completion of all such obligations including the warranty under the contract.

- 4.5. Bidders shall communicate the following bank details to the issuing Bank for online confirmation of Bank Guarantee to be submitted in terms of this clause:

Name of the Beneficiary: NHPC Limited.

Beneficiary Address: NHPC Office Complex, Sector-33, Faridabad, Haryana-121003 (India)

Account No: 10813608692

Credit Bank: State Bank of India (Branch Code – 17313)

IFSC Code: SBIN0017313

SWIFT Code: SBININBB824

Branch Address: 5th Floor, Red fort Capital, Parsvnath Towers, Bhai Veer Singh Marg, Gole Market, New Delhi -110001.

Bidder is required to submit the SFMS receipt issued by the bank along with its bid for BG Confirmation

5. Prices shall be Firm and final on F.O.R destination basis i.e. **Store Division, NHPC Limited, Subansiri Upper HE Project, Daporijo, Distt. Upper Subansiri, Arunachal Pradesh, Pin-791122**, inclusive of cost of ambulance, freight charges, insurance and all applicable taxes & duties etc. shall be borne by Contractor/Supplier.
6. **TCS charges @1%** shall be paid by buyer separately over and above the contract value as stipulated in **Clause 8(iii) of " Specific terms & condition for automobiles"**.
7. To improve transparency and fairness in tendering process and/or during execution of work undertaken, the Purchaser is to implement a transparency pact.

The Pre-contract Integrity Pact, signed by all the prospective Bidders and the Purchaser shall commit the persons/ officials of both the parties, not to exercise any corrupt / fraudulent / collusive / coercive practices in the tendering process and also during implementation of the contract. Only those Bidders who have entered into Integrity Pact with the Purchaser shall be eligible to participate in the bidding process. Entering into Integrity Pact as per Performa (enclosed in **Annexure-I (Buyer uploaded ATC document)**) provided in the tender is a basic qualifying requirement.

To oversee the compliance of obligation under the Integrity Pact, Dr. Vinod Aggarwal, IAS (Retd.) and Sh. Prabhash Singh have been appointed as Independent External Monitor (IEM) by the Employer. The Contact address of IEM are as under:

- i. Dr.Vinod Aggarwal,B-103, Sarvodaya Enclave,2nd Floor, New Delhi 110017,E-mail arsv50@gmail.com
- ii. Sh. Prabhash Singh, E7 M702, Housing Board Colony, Arera Colony, Bhopal,Madhya Pradesh, 462016,E-mail : srgmhrbpl@gmail.com

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---