



Bid Number/बोली क्रमांक (बिड संख्या):
GEM/2024/B/4982593
Dated/दिनांक : 27-05-2024

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	17-06-2024 11:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	17-06-2024 11:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	120 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Pmo
Department Name/विभाग का नाम	Department Of Atomic Energy
Organisation Name/संगठन का नाम	Irel (india) Limited
Office Name/कार्यालय का नाम	Ho
Total Quantity/कुल मात्रा	4
Item Category/मद केटेगरी	One Bank of 4-two start spirals
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	17 Lakh (s)
MSE Exemption for Turnover/टर्नओवर के लिए एमएसई को छूट प्राप्त है	Yes
Startup Exemption for Turnover/ टर्नओवर के लिए स्टार्टअप को छूट प्राप्त है	Yes
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Bidder Turnover,Certificate (Requested in ATC),OEM Authorization Certificate,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
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No
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)	No

Bid Details/बिड विवरण

Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation
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EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	116000

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).	21

(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 केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने हैं। एमएसई केटेगरी 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 :

DGM (F & A)

IREL (India) Limited, OSCOM Bank Details: GST Number: 21AAACI2799F1ZQ Account Name : IREL(India)Limited
Name of the Bank: State Bank of India Branch : Matikhalo Branch, IRE Ltd Campus Account No.: A/C No -
10546942016 IFSC: SBIN0006086 MICR Code: 761002521
(Irel India Limited, Oscom)

Splitting/विभाजन

Bid splitting not applied/बोली विभाजन लागू नहीं किया गया.

MII Purchase Preference/एमआईआई खरीद वरीयता

MII Purchase Preference/एमआईआई खरीद वरीयता	Yes
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MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई 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 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.

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

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

5. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs 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 the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. 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. 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 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.

One Bank Of 4-two Start Spirals (4 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 के दिन
1	G K Chandra Guptan	761045,IREL(India) Limited PO MATIKHALO,CHATRAPUR Ganjam District.	4	196

Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें**1. 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 %.

2. Generic

Bidder shall submit the following documents along with their bid for Vendor Code Creation:

- Copy of PAN Card.
- Copy of GSTIN.
- Copy of Cancelled Cheque.
- Copy of EFT Mandate duly certified by Bank.

3. Generic

Data Sheet of the product(s) offered in the bid, are to be uploaded along with the bid documents. Buyers can match and verify the Data Sheet with the product specifications offered. In case of any unexplained mismatch of technical parameters, the bid is liable for rejection.

4. 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

5. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

ESTIMATED BID VALUE Rs.68,44,000/-

1. TECHNICAL Competency:

A) Original Equipment Manufacturer (OEM) or their Authorized dealers/ agents are eligible to participate in the tender. Authorized dealers/ agents are required to submit authorization letter from OEM. OEM shall furnish document & self-declaration certificate to prove that they are the manufacturers of similar it

ems.

AND

B) OEM/Authorized Bidder should have supplied at least one bank of 4 nos of twin start (1 bank x 4 nos. x 2 starts) 7 turn High grade Spirals to any Mineral sands industry in OEM's name or authorized bidder's name during last seven years ending April 2024.

In proof of the above, the following documents are to be submitted along with offer.

Purchase order copy of similar supply/item in the name of OEM or authorized bidder or any other authorized bidder of OEM.

Satisfactory performance certificate / work completion certificate from the client.

The OEM should have the capability to manufacture min. one numbers of 1 bank, 4 nos., 2 starts with 7 turn High grade Spirals separator per annum and a sufficient self declaration certificate by the OEM to be submitted by the Bidder.

Definition of similar supply/item: Gravity Spirals separator/Concentrator.

NB: For MSE & Start-Up Bidders Past experience is relaxed. However, bidders have to establish their technical competency by submitting supporting documents towards successful execution of similar work **for or any value**, failure to which the offer will not be considered for evaluation.

2) Note: As per para 7.3.5 on (Clarification of Bids/Shortfall Documents) of the Manual for Procurement of Goods 2017, issued by Ministry of Finance, Department of Expenditure, During evaluation and comparison of bids, the purchaser may, at his discretion, ask the bidder for clarifications on the bid. The request for clarification shall be given asking the tenderer to respond by a specified date. If the tenderer does not comply or respond by the date, his tender will be liable to be rejected. Depending on the outcome, such tenders are to be ignored or considered further. No change in prices or substance of the bid shall be sought, offered or permitted. No post bid clarification at the initiative of the bidder shall be entertained. **The shortfall information / documents should be sought only in case of historical documents which pre-existed at the time of the tender opening and which have not undergone change since then.** So far as the submission of documents is concerned with regard to qualification criteria, after submission of the tender, only related shortfall documents should be asked for and considered. **For example, if the bidder has submitted a supply order without its completion / performance certificate, the certificate can be asked for and considered. However, no new supply order should be asked for so as to qualify the bidder.**

3) As per section 7.3.1 of Manuals for procurement of Goods, the offer shall be declared as unresponsive and be ignored during the initial scrutiny if:

- i. The offer is not in the prescribed format or is unsigned or not signed as per the stipulations in the bid document.
- ii. The required EMD has not been provided or exemption from EMD is claimed without acceptable proof of exemption;
- iii. The bidder is not eligible to participate in the bid as per laid down eligibility criteria (example: the tender enquiry condition says that the bidder has to be a registered MSE unit but the tenderer is a, say, a large scale unit);
- iv. The tenderer has quoted for goods manufactured by a different firm without the required authority letter from the proposed manufacturer.
- v. The bid departs from the essential requirements specified in the bidding document (for example, the

tenderer has not agreed to give the required performance security); or

vi. Against a schedule in the list of requirements in the tender enquiry, the tenderer has not quoted for the entire requirement as specified in that schedule (example: in a schedule, it has been stipulated that the tenderer will supply the equipment, install and commission it and also train the purchaser's operators for operating the equipment. The tenderer has, however, quoted only for supply of the equipment).

4) **SD / EPBG:** Please furnish Security Deposit (SD) @ 5% of the total order value (Excluding GST) within 14 days of receipt of this order in the form of demand draft / RTGS. Alternatively, you may furnish an irrevocable Bank Guarantee for the said amount. The BG should be issued by SBI including its subsidiaries or Nationalized Bank or any schedule 'A' Commercial Bank approved by RBI. BG given by Co-Operative banks will not be accepted. BG shall not bear any interest and is liable to be forfeited for unsatisfactory completion or an abandonment of the supply. The same shall be refunded to you after successful completion of warranty period and after due clearance by user department.

5) **EMD(Earnest Money Deposit) & PBG(Performance Bank Guarantee):** Party should submit EMD and PBG as per the GEM bid condition.

6) i) Pre-Qualification Criteria can be relaxed as per prevailing norms for MSEs, MII and Startup companies subject to meeting quality and technical specification.

ii) For MSE bidders and start-ups as recognised by DPIIT (Department for Promotion of Industry and Internal Trade)

ii.a) EMD is exempted as per EMD exemption clause available in GEM bid and GEM General T&C.

ii.b) Turnover is exempted as specified in the bid.

ii.c) Purchase Preference is given as specified in bid.

7) Offers from vendors defaulted to IREL (India) Limited, OSCOM during last one year will not be considered.

8) Bidder should upload their bank details along with offer for Payment and EMD/SD refund purpose

9) Other terms & condition and contact details are attached in buyer uploaded ATC doc.

10) **Engineer-In-Charge: Shri P S Rao, CM(Chem.)**

11) **File No:03-28440**

IREL (India) Limited, OSCOM Bank Details:

GST Number: 21AAACI2799F1ZQ

Account Name : IREL(India)Limited

Name of the Bank: State Bank of India

Branch : Matikhalo Branch, IRE Ltd Campus

Account No.: A/C No - 10546942016

IFSC: SBIN0006086 MICR Code: 761002521

12. SPECIAL CONDITIONS OF CONTRACT:

SCOPE OF CONTRACT/WORK:

The scope of supply includes and not limited to supply of one bank of Gravity Spiral Separator/Concentrators- with 4 nos. twin start 7 turn along with accessories. (One nos. of bottom entry distributor and 3 launders for products i.e., concentrate, middling and tailings) as per detailed specification, terms and conditions furnished in the tender including transportation to OSCOM stores on FOR Destination basis.

Unloading will be done at OSCOM stores by IREL

Erection and commissioning of equipment shall be done by IREL at its site.

TIME PERIOD OF COMPLETION: The order shall be fully supplied within **196 days (28 weeks)** from the date of acceptance of GA drawing. GA drawing shall be submitted within 7 days of release of order.

TERMS OF PAYMENT

- a. 90% payment along with 100% taxes and duties shall be made towards supply against tax invoice within 30 days of receipt & acceptance of the equipment at IREL, OSCOM Stores.
- b. Balance 10% shall be paid after erection and successful commissioning of the equipment or 06 months from date of supply whichever is earlier.
- c. If any bidder proposes for a payment term other than the above, IREL reserves the absolute right to accept or reject the term and decision of IREL shall be final and binding to all the parties. For evaluation of offers, loading shall be made at the rate of 12% per annum for variations in payment terms.

MODE OF PAYMENT:

The payment shall be released after deducting the following:

- a. Compensation recoverable if any.
- b. LD recoverable, if any.
- c. Recoveries on account of contractee's facilities and services, if any.
- d. Deduction, if any, towards re-couplement of any amounts forfeited, adjusted, deducted out of security deposit.
- e. All Statutory deduction, if any, as per rules.
- f. Deduction as per IT Act, 1961, if any.
- g. Any other deduction related to this contract.

PACKAGING SITE HANDLING, STORAGE OF MATERIALS & EQUIPMENTS:

The equipment, material etc. shall be so packed and protected so as not to suffer any deterioration, damage or breakage during shipment, handling and storage in a tropical climate, ideally in wooden cartons. All exposed ferrous metal surfaces shall be covered with a suitable rust preventive compound of reputed make. Large items shall be individually crated

MARKING ON PACKAGES:

Each package will be marked on three sides with proper paint/indelible ink, the following (1) Purchaser Name & Address (2) Item Nomenclature (3) Order/Contract No. (4) Packing list reference number

INSURANCE:

The Goods supplied under the Contract shall be fully insured in Indian Rupees against loss or damage during transportation/shipment and handling. For delivery of goods to the purchaser's premises, it is advised that insurance shall be obtained by the Supplier for an amount equal to 110% of the value of the goods from "Warehouse to warehouse" (final destinations) on "All Risks" basis including War Risks and Strikes.

TRANSPORTATION:

Delivery of the equipment/materials to IREL, (India) Ltd, OSCOM, Matikhalo shall be done by the contractor at their risk and cost.

UNLOADING, HANDLING:

- a. Unloading at site shall be done by IREL at its cost.
- b. Any incidental expenses at IREL other than unloading charges shall be borne by the supplier

c. Procedure for unloading and handling shall be communicated by the supplier to IREL well in advance

INSPECTION

The items will be inspected by IREL on receipt at IREL site. You may at your option depute your representative for carrying out joint inspection at site or else IREL may conduct inspection on its own. If it is found that any item does not conform to the specification given, or is defective in any manner, the same will be rejected and supplier should arrange for immediate replacement thereof, free of cost to us inclusive of all taxes and duties. Such replacement supplies will also be subjected to our inspection as above before acceptance. However, such supplies, if delayed beyond the period of contract will be considered as late supply and will attract Liquidated damages.

TESTING AND COMMISSIONING:

IREL will install the machine at its site within a period of **3 months** from the date of delivery and shall test and Commission of the entire system at site. If so, required by IREL, the manufacturer's / supplier's trained engineer/ technician shall extend necessary technical supervisory supports during installation and commissioning.

Performance test of spirals:

The performance of the spirals in the plant shall be evaluated based on the quality and recovery in concentrate fraction. As per the present plant operation condition, the proposed spiral separator should be suitable to treat feed material of following specifications:

Feed composition: Heavy Mineral composition >80%

Spiral products: Concentrate:

Grade: HM >90%

HM Recovery > 90%

FINAL ACCEPTANCE CERTIFICATE (FAC):

The FAC will be issued by the PURCHASER only on demonstration of the technical specifications. The warranty shall commence only from the date of the issuance of the FAC.

DOCUMENTS TO BE SUBMITTED:

The following documents (in English) shall be provided along with the Unit in both hardcopy and softcopy forms:

- a. Unloading and Handling procedures.
- b. Operation and maintenance manuals
- c. troubleshooting procedures
- d. Wiring and other schematic diagrams
- e. List of components, spares and accessories.
- f. If there are any bought-out systems and components, manuals of these are desirable to be provided in hard/softcopy.
- g. Safety and security instruction manual should be provided.
- h. Warrantee certificates as applicable

LIQUIDATED DAMAGES FOR DELAY IN EXECUTION OF CONTRACT

For delays attributable to the contractor, liquidated damages shall be levied at the rate of @ 0.5% per week or part thereof on the total value of the contract subject to a maximum of 10 % of the total value of the contract. **(For calculation of LD, the delivery for effecting complete supply of items to IREL's stores only would be considered).** The liquidated damage will be recovered from any outstanding bills or amount due to the successful bidder.

WARRANTEE:

The materials/equipment's and all accessories supplied shall be warranted against any defective material, malfunctioning or poor workmanship for a minimum period of 12 months from the date of installation and commissioning as indicated in FAC or 18 months from the date of supply, whichever is earlier.

OTHER TERMS AND CONDITIONS:

- a. The supplier shall include all other equipment /components/ instruments etc. which are not described herein specifically but are deemed necessary for completeness, safety and satisfactory performance of the supply under their scope.
- b. The equipment/components supplied shall have high degree of reliability, the supplier shall offer & supply equipment/components of proven design, excellent workmanship and proven industrial running record. All materials supplied by the contractor shall be of good quality conforming to relevant and applicable standards for use in India and shall be suitable for the service specified.
- c. REGULATIONS, ACTS, STANDARDS & CODES TO BE FOLLOWED:

The design, manufacture and testing of the equipment covered in this specification shall comply with the appropriate standards amended to date. Unless otherwise specified, Indian Standards shall be followed. In case where suitable Indian Standards are not available, generally accepted codes and practices as mutually agreed upon shall be adopted. The equipments shall comply with the statutory requirements of the Govt. of India. The equipment and installation shall conform to the provision of statutory and other regulations in force such Indian Electricity Act etc. The successful bidder shall provide the necessary support like drawings, data etc as required by the statutory authorities. In cases where the offer deviates from the specified standards, the successful bidder shall indicate clearly in his offer the standards proposed to be adopted by him and the details thereof.

Contact person of Tendering Authority

IREL(India)Limited, OSCOM Unit

<u>Purpose</u>	<u>Name</u>	<u>Email id</u>	<u>Mobile No.</u>
For Bid/tender related query	Shri R. S. Sabat. DGM-Tech. (Purchase)	rssabat@irel.co.in / purchase-os@irel.co.in	+91 8280402609
	Smt.Sweta Sinha, Manager(Purchase)	sksinha@irel.co.in	+91 7978132875
For Consignment/Goods Transportation related Query	Shri. G.K. Chandraguptan, CM-Tech. (Stores)	stores-os@irel.co.in , gkchandraguptan@irel.co.in	+91 9003681969
For Payment/refund related Query	Shri. J. Nayak, DGM (F&A)	jnayak@irel.co.in , finance-os@irel.co.in	+91 9220310513
For Technical Specification/Scope of work related Query	Shri P S Rao, CM(Chem.)	psrao@irel.co.in	+91 9437259632

Buyer Added Bid Specific ATC

6.

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.

[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 कार्यवाही का आधार होगा।

---Thank You/धन्यवाद---