

**बिड दस्तावेज़ / Bid Document**

| बिड विवरण / Bid Details                                                                                                                                                                                                     |                                                                                                                                                                                                                                                                                                  |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| बिड बंद होने की तारीख/समय / Bid End Date/Time                                                                                                                                                                               | 12-12-2025 11:00:00                                                                                                                                                                                                                                                                              |
| बिड खुलने की तारीख/समय / Bid Opening Date/Time                                                                                                                                                                              | 12-12-2025 11:30:00                                                                                                                                                                                                                                                                              |
| बिड पेशकश वैधता (बंद होने की तारीख से) / Bid Offer Validity (From End Date)                                                                                                                                                 | 180 (Days)                                                                                                                                                                                                                                                                                       |
| मंत्रालय/राज्य का नाम / Ministry/State Name                                                                                                                                                                                 | Ministry Of Defence                                                                                                                                                                                                                                                                              |
| विभाग का नाम / Department Name                                                                                                                                                                                              | Department Of Defence Research & Development                                                                                                                                                                                                                                                     |
| संगठन का नाम / Organisation Name                                                                                                                                                                                            | Office Of Dg (mss)                                                                                                                                                                                                                                                                               |
| कार्यालय का नाम / Office Name                                                                                                                                                                                               | *****                                                                                                                                                                                                                                                                                            |
| कुल मात्रा / Total Quantity                                                                                                                                                                                                 | 1                                                                                                                                                                                                                                                                                                |
| वस्तु श्रेणी / Item Category                                                                                                                                                                                                | COMPREHENSIVE PIB NAS STORAGE SOLUTION FOR DATA PRESERVATION AND PROTECTION- MAKE HPE                                                                                                                                                                                                            |
| GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS                                                                                                                                                         | COMPREHENSIVE PIB NAS STORAGE SOLUTION FOR DATA PRESERVATION AND PROTECTION- MAKE HPE                                                                                                                                                                                                            |
| GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS                                                                                                                                                        | Category not available on GeM for the text string uploaded by the buyer                                                                                                                                                                                                                          |
| अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification                                                                                                                                   | <ul style="list-style-type: none"> <li>Business Intelligence and Data Analysis Software (V2)</li> </ul>                                                                                                                                                                                          |
| एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / MSE Exemption for Years of Experience and Turnover                                                                                                       | No                                                                                                                                                                                                                                                                                               |
| स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Exemption for Years of Experience and Turnover                                                                                                 | No                                                                                                                                                                                                                                                                                               |
| विक्रेता से मांगे गए दस्तावेज़ / Document required from seller                                                                                                                                                              | Certificate (Requested in ATC), OEM Authorization Certificate, Additional Doc 1 (Requested in ATC)<br>*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 |
| क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है / Do you want to show documents uploaded by bidders to all bidders participated in bid? | Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)                                                                                                                           |

| बिड विवरण/Bid Details                                                                                                                                                                |                             |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------|
| बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / <b>Minimum number of bids required to disable automatic bid extension</b>                                     | 4                           |
| दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / <b>Number of days for which Bid would be auto-extended</b>                                                           | 5                           |
| ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / <b>Number of Auto Extension count</b>                                                                                                 | 3                           |
| बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled                                                                                                                                   | No                          |
| बिड का प्रकार/Type of Bid                                                                                                                                                            | Two Packet Bid              |
| तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation                                                    | 4 Days                      |
| निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM) | Yes                         |
| Inspection to be carried out by Buyers own empanelled agency                                                                                                                         | Yes                         |
| Type Of Inspection                                                                                                                                                                   | Post Dispatch               |
| Name of the Empanelled Inspection Agency/ Authority                                                                                                                                  | DRDO                        |
| Auto CRAC Days                                                                                                                                                                       | 45                          |
| मूल्यांकन पद्धति/Evaluation Method                                                                                                                                                   | Total value wise evaluation |
| मध्यस्थता खंड/Arbitration Clause                                                                                                                                                     | No                          |
| सुलह खंड/Mediation Clause                                                                                                                                                            | No                          |

#### ईएमडी विवरण/EMD Detail

|                   |    |
|-------------------|----|
| आवश्यकता/Required | No |
|-------------------|----|

#### ईपीबीजी विवरण /ePBG Detail

|                                                                   |                     |
|-------------------------------------------------------------------|---------------------|
| एडवाइजरी बैंक/Advisory Bank                                       | State Bank of India |
| ईपीबीजी प्रतिशत (%) /ePBG Percentage(%)                           | 5.00                |
| ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months). | 42                  |

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

**लाभार्थी /Beneficiary :**

DIRECTOR DRDL

Defence Research And Development Laboratory, Department of Defence Research & Development, Ministry of Defence  
(Director Drdl)

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

**एमआईआई खरीद वरीयता / MII Purchase Preference**

| एमआईआई खरीद वरीयता / MII Purchase Preference                                                                                                                                                                                                                                                                                                                                                | Yes                                                                                          |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------|
| मेक इन इंडिया विक्रेताओं को खरीद में प्राथमिकता, यदि उनका मूल्य $L1+X\%$ तक की सीमा में है / Purchase Preference to MII sellers available upto price within $L1+X\%$                                                                                                                                                                                                                        | 20                                                                                           |
| मेक इन इंडिया खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MII purchase preference                                                                                                                                                                                                                                                   | 50                                                                                           |
| सार्वजनिक खरीद (मेक-इन-इंडिया को प्राथमिकता) आदेश 2017 के अनुसार केवल क्लास 1/क्लास 2 के स्थानीय आपूर्तिकर्ताओं को ही भागीदारी की अनुमति है दिनांक 16.09.2020 (समय-समय पर संशोधित एवं लागू) / Allow participation only from Class 1/Class 2 local suppliers as per the Public procurement (Preference to Make-in-india) order 2017 date 16.09.2020 (as amended and applicable time to time) | Yes, in compliance with the MII ORDER : DPIIT Order (as amended and applicable time to time) |

**एमएसई खरीद वरीयता/MSE Purchase Preference**

| एमएसई खरीद वरीयता/MSE Purchase Preference                                                                                                                                          | Yes |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|
| सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं को खरीद में प्राथमिकता, यदि उनका मूल्य $L1+X\%$ तक की सीमा में हो / Purchase Preference to MSE OEMs available upto price within $L1+X\%$ | 15  |
| सूक्ष्म और लघु उद्यम को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MSE purchase preference                                | 25  |

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.

[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.

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.

### **3. Inspection of Stores by Nominated Inspection Authority / Agency of buyer or their authorized representatives**

An independent third party Professional Inspection Body can help buyer in mitigating buyer's risk with pre-dispatch/post-dispatch inspection in order to ensure that equipment, components, solutions and documentation conform to contractual requirements. The buyer has a right to inspect goods in reasonable manner and within reasonable time at any reasonable place as indicated in contract. Inspection Fee/ Charges (as pre-greed between buyer and Inspection Agency) would be borne by the buyer as per their internal arrangement but may be recovered from the seller if the consignment failed to conform to contractual specification and got rejected by the Inspection Officer .If so requested and accepted by the seller , initially seller may pay for inspection charges as applicable and get the same reimbursed from buyer if consignment accepted by the Inspecting Officer . For reimbursement seller has to submit proof of payment to Inspection Agency.

Seller/OEM shall send a notice in writing / e-mail to the Inspecting officer / inspection agency specifying the place of inspection as per contract and the Inspecting officer shall on receipt of such notice notify to the seller the date and time when the stores would be inspected. The seller shall, at his own expenses, afford to the Inspecting officer, all reasonable facilities as may be necessary for satisfying himself that the stores are being and or have been manufactured in accordance with the technical particulars governing the supply. The decision of the purchaser representative /inspection authority regarding acceptance / rejection of consignment shall be final and binding on the seller.

The Seller shall provide, without any extra charge, all materials, tools, labour and assistance of every kind which the Inspecting officer may demand of him for any test, and examination, other than special or independent test, which he shall require to be made on the seller's premises and the seller shall bear and pay all costs attendant thereon.

The seller shall also provide and deliver store / sample from consignment under inspection free of charge at any such place other than his premises as the Inspecting officer may specify for acceptance tests for which seller/OEM does not have the facilities or for special/ independent tests.

In the event of rejection of stores or any part thereof by the Inspecting officer basis testing outside owing to lack of test facility at sellers premises, the seller shall, on demand, pay to the buyer the costs incurred in the inspection and/or test. Cost of test shall be assessed at the rate charged by the Laboratory to private persons for similar work.

Inspector shall have the right to put all the stores or materials forming part of the same or any part thereof to such tests as he may like fit and proper as per QAP/governing specification. The seller shall not be entitled to

object on any ground whatsoever to the method of testing adopted by the Inspecting officer.

Unless otherwise provided for in the contract, the quantity of the stores or materials expended in test will be borne by seller.

Inspecting officer is the Final Authority to Certify Performance / accept the consignment. The Inspecting officer's decision as regards the rejection shall be final and binding on the seller.

The seller shall if so required at his own expense shall mark or permit the Inspecting officer to mark all the approved stores with a recognised Government or purchaser's mark.

## COMPREHENSIVE PIB NAS STORAGE SOLUTION FOR DATA PRESERVATION AND PROTECTION- MAKE HPE ( 1 the number pi )

(क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक/Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

### तकनीकी विशिष्टियाँ /Technical Specifications

|                                                         |                          |
|---------------------------------------------------------|--------------------------|
| क्रेता विशिष्टि दस्तावेज़ /Buyer Specification Document | <a href="#">Download</a> |
|---------------------------------------------------------|--------------------------|

### परेषिती/रिपोर्टिंग अधिकारी तथा मात्रा/Consignees/Reporting Officer and Quantity

| क्र.सं./S.No. | परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer | पता/Address    | मात्रा /Quantity | डिलीवरी के दिन/Delivery Days |
|---------------|---------------------------------------------------------|----------------|------------------|------------------------------|
| 1             | *****                                                   | *****HYDERABAD | 1                | 90                           |

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

#### 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 up to 25% of the contracted quantity during the currency of the contract at the contracted rates. The delivery period of quantity shall commence from the last date of original delivery order and in cases where option clause is exercised during the extended delivery period the additional time shall commence from the last date of extended delivery period. The additional delivery time shall be  $(\text{Increased quantity} \div \text{Original quantity}) \times \text{Original delivery period (in days)}$ , subject to minimum of 30 days. If the original delivery period is less than 30 days, the additional time equals the original delivery period. The Purchaser may extend this calculated delivery duration up to the original delivery period while exercising the option clause. Bidders must comply with these terms.

#### 2. 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.

#### 3. 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 %.

4. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

**1. Custom Bid (PAC):** *This bid is published in **PAC** mode of bidding with specific make and model so the sellers are requested to quote the product with same make and model as mentioned in specification document enclosed with this bid.*

**2. THE BIDDERS ARE STRICTLY INSTRUCTED TO GO THROUGH THE SCOPE OF WORK/TECHNICAL SPECIFICATIONS. BIDDERS MUST UPLOAD A SCANNED COPY OF THE SCOPE OF WORK/SPECIFICATIONS AFTER APPENDING SIGN AND SEAL ON EACH PAGE OF THE SAME WITHOUT WHICH THE BID MAY BE LIABLE TO BE REJECTED.**

**3. BIDDERS ARE ALSO REQUESTED TO NOTE THAT FOR AVAILING MII & MSE PRICE PREFERENCE, THEY MUST UPLOAD APPROPRIATE CERTIFICATES IN THE RESPECTIVE MII & MSE TABS. IN ABSENCE OF UPLOADING OF MII & MSE CERTIFICATES IN APPROPRIATE TABS, BIDDERS WILL NOT BE ABLE TO GET THE PREFERENCE.**

**4. Bidders are requested to note that in the event of order, The firm has to upload the requisite amount of Bank Guarantee as mentioned in the contract in GeM Portal and submit the original to the buyer before effecting the Delivery. Delivery without BG will not be entertained.**

**5. JURISDICTION: IN CASE OF ANY LEGAL DISPUTE, THE JURISDICTION WILL BE IN HYDERABAD ONLY.**

**6. BIDDERS SHOULD UPLOAD A SIGNED AND SEALED UNDERTAKING AS BID SECURITY DECLARATION IN LIEU OF EMD AS PER ATTACHED FORMAT, FAILURE TO WHICH THE BID MAY NOT BE CONSIDERED.**

**7. THE BIDDERS ARE HEREBY INFORMED THAT IN THE EVENT OF SAME I.P ADDRESS FOUND FOR MULTIPLE BIDDERS, SUCH BIDS WILL BE REJECTED AND NECESSARY ACTION MAY BE TAKEN AGAINST THOSE BIDDERS.**

8. Delivery Instructions : a) Prospective Seller after getting the Contract, should initiate the Delivery of the items well within the stipulated Delivery Period not at the Fag-End of the DP nor during last hours of last date of DP.

b) The Seller should deliver the materials at the designated place and to the designated Consignee in working days and during office hours- preferably from 10AM to 4PM.

c) The seller should carry all required documents like Copy of the Contract, Copy of Amendment of DP(if any), Tax Invoice, All certificates like- Warranty, Conformance, Calibrations etc (if any).

d) THE SELLER IS STRICTLY INSTRUCTED NOT TO OFFER DELIVERY AFTER EXPIRY OF THE CONTRACT DELIVERY PERIOD. Items will not be ACCEPTED without valid DP.

e) The Seller is requested to note that Delivery Period is the Essence of the Contract & non-delivery of the items within Contract Delivery Period may attract LD and adverse Seller Rating. Hence, Seller should execute the contract within DP.

9. Training on starting of system, basic commands for system usage, remote monitoring, system shutdown, etc. to be provided for 10 scientists /engineers for a day, Training material is to be provided.

10. All the proposed IT hardware should be from one OEM.

11. The storage should be connected to all HPCC clusters through network and to implement the solution.

12. During warranty period if any hard disk fails, the same should be replaced by a new hard disk by the bidder / OEM free of cost and the defective and hard disk shall not be returned to the bidder as per DRDL disk retention policy.

13. All the hardware components and parts should have spare parts support for 7 years. A letter to this effect should be given by OEMs of individual components.

**5. Buyer Added Bid Specific ATC**

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

**6. Rate Contract**

Malicious Code Certificate:

The seller should upload following certificate in the bid:-

(a) This is to certify that the Hardware and the Software being offered, as part of the contract, does not contain Embedded Malicious code that would activate procedures to :-

- (i) Inhibit the desires and designed function of the equipment.
- (ii) Cause physical damage to the user or equipment during the exploitation.
- (iii) Tap information resident or transient in the equipment/network.

(b) The firm will be considered to be in breach of the procurement contract, in case physical damage, loss of information or infringements related to copyright and Intellectual Property Right (IPRs) are caused due to activation of any such malicious code in embedded software.

**7. Rate Contract**

ISO 9001: The bidder or the OEM of the offered products must have ISO 9001 certification.

**8. Rate Contract**

IT equipment shall be IPv6 ready from day one.

**9. 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.

**10. Warranty**

Warranty period of the supplied products shall be 3 years from the date of final acceptance of goods or after completion of installation, commissioning & testing of goods (if included in the scope of supply), at consignee location. OEM Warranty certificates must be submitted by Successful Bidder at the time of delivery of Goods. The seller should guarantee the rectification of goods in case of any break down during the guarantee period. Seller should have well established Installation, Commissioning, Training, Troubleshooting and Maintenance Service group in INDIA for attending the after sales service. Details of Service Centres near consignee destinations are to be uploaded along with the bid.

**11. Warranty**

Successful bidder will have to ensure that adequate number of dedicated technical service personals / engineers are designated / deployed for attending to the Service Request in a time bound manner and for ensuring Timely Servicing / rectification of defects during warranty period, as per Service level agreement indicated in the relevant clause of the bid.

**12. Service & Support**

Availability of Service Centres: Bidder/OEM must have a Functional Service Centre in the State of each Consignee's Location in case of carry-in warranty. (Not applicable in case of goods having on-site warranty). If service center is not already there at the time of bidding, successful bidder / OEM shall have to establish one within 30 days of award of contract. Payment shall be released only after submission of documentary evidence of having Functional Service Centre.

**13. Service & Support**

Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.

**14. Service & Support**



Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.

## 15. Warranty

Timely Servicing / rectification of defects during warranty period: After having been notified of the defects / service requirement during warranty period, Seller has to complete the required Service / Rectification within 3 days time limit. If the Seller fails to complete service / rectification with defined time limit, a penalty of 0.5% of Unit Price of the product shall be charged as penalty for each week of delay from the seller. Seller can deposit the penalty with the Buyer directly else the Buyer shall have a right to recover all such penalty amount from the Performance Security (PBG). Cumulative Penalty cannot exceed more than 10% of the total contract value after which the Buyer shall have the right to get the service / rectification done from alternate sources at the risk and cost of the Seller besides forfeiture of PBG. Seller shall be liable to re-imburse the cost of such service / rectification to the Buyer.

## अस्वीकरण/Disclaimer

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.
15. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
16. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

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.**

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

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।/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.

---धन्यवाद/Thank You---