

बिड दस्तावेज़ / Bid Document

बिड विवरण / Bid Details	
बिड बंद होने की तारीख/समय / Bid End Date/Time	30-08-2025 11:00:00
बिड खुलने की तारीख/समय / Bid Opening Date/Time	30-08-2025 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 Production
संगठन का नाम / Organisation Name	Garden Reach Ship Builders And Engineers Limited (grse)
कार्यालय का नाम / Office Name	*****
कुल मात्रा / Total Quantity	1
वस्तु श्रेणी / Item Category	HDNS (TOP COAT) PAINT FOR WEATHER DECK AND ACCESSORIES
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	HDNS (TOP COAT) PAINT FOR WEATHER DECK AND ACCESSORIES
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"> Fire Retardant paint
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) *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 बढ़ाने के लिए आवश्यक न्यूनतम सहभागी विक्रेताओं की संख्या। / Minimum number of bids required to disable automatic bid extension	5
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	7
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	Yes
रिवर्स नीलामी योग्यता नियम/RA Qualification Rule	H1-Highest Priced Bid Elimination
क्रेता के लिए उपलब्ध आईटीसी/ITC available to buyer	Yes
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	2 Days
निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
वित्तीय दस्तावेज की आवश्यकता है / Financial Document Required	Yes
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

आवश्यकता/Required	No
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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).	60

(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 :

43/46, GARDEN REACH SHIPBUILDERS AND ENGINEERS LTD.

ePBG to be submitted as per the standard format to be collected from GRSE. No other format will be accepted. Vendor has to upload ePBG as per GRSE format on GeM portal to enable them to initiate the billing activities on GeM.

(Garden Reach Shipbuilders And Engineers Ltd)

विभाजन/Splitting

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

एमआईआई खरीद वरीयता/MII Purchase Preference

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

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

[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. Reverse Auction would be conducted amongst all the technically qualified bidders except the Highest quoting

bidder. The technically qualified Highest Quoting bidder will not be allowed to participate in RA. However, H-1 will also be allowed to participate in RA in following cases:

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

If the buyer has mentioned MSE purchase preference in ATC then service provider is required to upload necessary documents for MSE purchase preference for verification by the buyer during evaluation.

HDNS (TOP COAT) PAINT FOR WEATHER DECK AND ACCESSORIES (1 Lot)

(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

क्र. वि. विशिष्टि दस्तावेज़ /Buyer Specification Document	Download
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इनपुट कर क्रेडिट(आईटीसी) तथा रिवर्स प्रभार (आरसीएम)/Input Tax Credit(ITC) and Reverse Charge(RCM) Details

जीएसटी पर इनपुट कर क्रेडिट /ITC on GST	जीएसटी उपकर कर क्रेडिट /ITC on GST Cess
100%	NA

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

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	*****	*****Kolkata	1	540

क्र. 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 50 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity up to 50% 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. **Buyer Added Bid Specific ATC**

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

3. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

:: NOTICE INVITING TENDER::

**ITEM: SUPPLY OF DIFFERENT TYPE OF PAINTS FOR PROJECT
NGOPV**

(YARD NO.-3037-3040)

SPECIAL TERMS AND CONDITIONS OF THE CONTRACT (STC)

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1. **TYPE OF TENDER:** Limited Tender. Only nominate vendor/s intimated through GeM /NIC are eligible to participate

2. **EARNEST MONEY DEPOSIT (REFUNDABLE): - EMD amount of Rs.0.00 (Rupees Zero Only)** is to be issued from Nationalized Bank through DD or Bank Guarantee (as per format) in favour of M/s Garden Reach Shipbuilder's & Engineers Ltd. Vendor need to submit EMD details in prescribed format and send the Draft to GRSE(61 Park Unit), Purchase Department addressed to Mr. Dipankar Dandapat, Manager(Purchase) in the upper portion of envelope. Please scan the Draft copy and attach it to General documents part (as applicable on GeM Portal).

GRSE reserves the right to reject the offer in case the scanned copies of DD for EMD is not attached in the offer.

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3. **DOCUMENTS REQUIRED FORM NEW VENDORS NOT REGISTERED AT GRSE: -**

New / Unregistered Vendors within GRSE to submit the following qualification criteria, failing which their offer will not qualify for further processing.

- a) The constitution and status of the firm.
- b) Experience of supply / manufacture of similar items during last 3 years with documentary evidence such as Purchase Order copies, performance certificate from reputed & established organizations etc.
- c) Submission of, PAN, Trade License, Registration of GST registration.
- d) Copy of Audited Balance Sheets & P/L Accounts for last three financial years.
- e) Name, address, telephone & email id of the contact person of the firm. Details of Head of Organization and Head of concerned Department are also to be provided.
- f) Bid specified authorized certificate issued by the OEM in case of dealer/distributor.

4. DELIVERY POINT: -

Materials to be door delivered to FAC Store, GRSE Main Unit, 43/46, Garden Reach Road, Kolkata – 700024 or any other units of GRSE within Kolkata, between 09-00 AM to 12-00 Noon and 01-30 PM to 04-00 PM only on full working days and between 09-00 AM to 11-00 AM on half working days (Saturday). Late supply will not generally be accepted.

The items are to be delivered against proper original ink signed GST Invoice (in quadruplicate) indicating purchase order details, GRSE material code nose, etc along with all other necessary documents.

5. DELIVERY SCHEDULE: -

Delivery is projection specific. Item to be delivered within 30 days from the date of projection. Offer shall be valid for 18 months from the date of ordering

6. OPTION CLAUSE / QUANTITY ENHANCEMENT: -

GRSE reserves the right to increase or decrease the quantity to be ordered up to 50 % of the total ordered quantity during the period of Contract. GRSE also reserves the right to increase the ordered quantity by up to 50% of the contract quantity at the same rate and terms and conditions.

7. TERMS OF PRICE: -

Quoted price in INR must be on F.O.R. destination GRSE Kolkata basis, inclusive of all taxes & duties and to be kept fixed and firm till execution of order in full. Packing, Forwarding, Freight, Insurance and all other Taxes & Duties (if any) are to be borne by the supplier. No price escalation is allowed at any stage. Contracts to be awarded on fixed price basis. No any other charges will be paid extra.

8. EXECUTION OF ORDER: -

Order once placed must be executed in full within the stipulated delivery period unless otherwise specially agreed by the buyer in writing.

9. CONDITIONAL OFFER: -

No conditional offer and hard copy of offer will be accepted.

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10. MODE OF DISPATCH: -

To be delivered to GRSE, Kolkata at vendor's own cost. E-way bill to be arranged by vendor end if any required.

11. L-1 DETERMINATION: -

L-1 shall be decided on totality.

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12. TAX: -

Applicable rate of GST & its HSN code must be clearly indicated in the bid & matrix.

13. PAYMENT TERMS: -

100% payment with full tax through ECS/NEFT within 30 days against online submission of GST E-invoice/ Digitally Signed Invoice through OBPS portal with Gate In entry report and acceptance of material i.e. ICGRN as appeared in OBPS portal supported by a Performance Bank Guarantee (PBG) of 05% of order value in GRSE Format valid till expiry of Guarantee Period.

In non-submission of PBG, 90% payment with full tax through ECS/NEFT within 30 days against online submission of GST E-invoice/ Digitally Signed Invoice through OBPS portal with Gate In entry report and acceptance of material i.e. ICGRN as appeared in OBPS portal and balance 10% will be retained from the invoice and will be paid after expiry of guarantee period against submission of claim invoice/claim letter through OBPS portal.

Following complete set of documents to be attached with the invoices for payment release-

- a) Receipt of GRSE gate stamped Tax Invoice.
- b) Clear & clean ICGRN (Inspection cum Goods Received Note)
- c) Submission of INK signed invoice in triplicates(for non e invoice)[p.
- d) Ink signed PO copy.

14. SUBMISSION OF PERFORMANCE SECURITY (PBG OR DD): -

a) IN FORM OF PBG (PERFORMANCE BANK GUARANTEE)

In the event of claiming 100% payment, a Bank Guarantee, in issuing Bank Sealed Envelope, for 5% of order value, in GRSE's format on a non-judicial stamp paper of Rs.100/-, valid for guarantee period, to be furnished towards Performance Bank Guarantee before claiming of 100% payment. Bank Guarantee to be sent by your Banker in a **Bank Sealed Envelope** directly to Office of Additional General Manager (Finance-F&A)/ General Manager (Finance), Garden Reach Shipbuilders & Engineers Ltd., Finance Dept. 1st Floor, 61 Garden Reach Road, Kolkata - 700024. BG No. & PO No. to be mentioned at the top of the envelope.

OR

b) IN FORM OF DD (DEMAND DRAFT)

D.D. of equivalent amount in favour of Garden Reach Shipbuilders & Engineers Limited payable at Kolkata

15. RIGHT OF INVOCATION OF BANK GUARANTEE: -

GRSE reserves the right to invoke the Bank Guarantee at any time during its validity period in the event of failure / delay in supply / breakage any sorts of operational complication of ordered materials / breach of any terms of this contract.

16. GUARANTEE / WARRANTY: -

The performance guarantee for complete paint scheme is to be provided by the respective

suppliers as follows:

14.1. The supplier will stand a performance guarantee of 5 years for Anticorrosive paint

scheme (i.e. Primer + Anticorrosive paint).

14.2. HDNS (Top coat) paint is to be guaranteed for a period of 5 years by the Paint OEM

cum TOT firm of NMRL.

14.3. Four sets of performance guarantee certificates in original inked signed copy are to

be provided by the firms. Guarantee period will start from the date of application of

last coat of the scheme.

14.4. In case of failure of Anti-corrosive scheme, the supplier of the paint shall undertake restoration of the complete scheme at free of cost as per guarantee stipulation.

14.5. Similarly, in case of paint failure due to compatibility issues between Anti-corrosive

and HDNS paint or peeling-off of HDNS paint only, the TOT firm of NMRL shall undertake restoration of HDNS paint scheme at no cost.

17. INSPECTION AUTHORITY: -

Paints are to be tested at the manufacturer's lab and to be supplied with

manufacturer's self-certification. Primer & Anti Corrosive paints are also to be supplied with manufacturer's pre-dispatched inspection certificate. Firm shall forward 4 ink signed copy of Performance Guarantee certificates to relevant dept. of GRSE.

Receipt inspection will be done by GRSE (RIC).

18. DOCUMENTATION /CERTIFICATES: -

Following inspection and certificates to be provided along with the delivery of material failing which items are liable to be rejection. Scan copies of certificates are to be emailed to the ordering authority for records.

- a) Certificate of tensile test
- b) Certificate of percentage elongation
- c) Certificate of flattening test
- d) Certificate of chemical analysis
- e) Weight Certificate
- f) Certificate for inspection of the dimensions and surface finish
- g) Certificate for inspection of the surface finish
- h) TPI Inspection Clearance Certificate.
- i) Guarantee Certificate towards free replacement against manufacturing defect

19. REJECTION: -

Rejection of materials and also the late delivery will affect further business with GRSE. No claim of payment will be entertained (for rejected material) in case rejected items are not lifted back within 14 days from the date of rejection. Replacement against rejection is to be made by vendor Free of Cost within 14 days of Store's intimation.

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20. LIQUIDATED DAMAGES: -

For delay in supply, if any, Liquidated Damages (LD) will be imposed @1/2% per week or part thereof on the undelivered portion of the order (per lot) subject to maximum of 10% of the value of the order (lot) for delayed part/lot.

21. RISK PURCHASE: -

If the materials are not supplied within the stipulated delivery period, GRSE reserves the right to procure the same or equivalent material from alternative source at Contracted Supplier's risk, responsibility & cost.

22. INDIVIDUALITY OF CONTRACT: -

This order shall be treated as an individual contract, shall not allow any general lien to the portions and shall not get any prejudice in execution due to situation arising out of some other contract that you may have with GRSE.

23. CANCELLATION OF TENDER/ORDER: -

GRSE reserves the right to cancel the tender without assigning any reasons whatsoever. Post Contract/order, in the event of progress/service being poor, GRSE reserves the right to cancel in part/full the order and no cancellation charges will be paid to the firm on this account. There shall also be no financial implications whatsoever on GRSE.

24. JURISDICTION: -

All the disputes arising out of the contract if required to be referred to a court of law, the jurisdiction of the case would be under Kolkata Court irrespective of the location of the Supplier.

25. ORDER PLACEMENT METHODOLOGY: -

Price shall be discovered through online bidding process to be conducted through GeM portal and after conclusion of contract at GeM, the same order will be converted to GRSE, SAP Purchase Order and will be governed with all the terms & conditions and all ICGRN (Inspection Cum Goods Receipt Note), Payment will be regularized through GRSE, SAP Purchase Order only. Separate yard wise Purchase Order will be issued.

26. BIDDER/SUPPLIER RESPONSE: -

Bidder will have to comply with / respond to all the above points as well as to respond the seek clarification at GeM portal. Bidder may note that for any deviation to the above points, GRSE reserves the right to reject your offer as non-responsive.

27. INTEGRITY PACT :-

To be submitted mandatorily for any offer having more than 2 Cr(tax inclusive).
Format

Attached.

27. DIVISIBILITY: - The bid quantity is nonvisible

28. MSE PREFERENCE/RESTRICTION :- MSE preference to be considered for valid

vendor as per MSMED Act.

29. LOCAL SUPPLIER PREFERENCE /RESTRICTION: - Restricted for class I local supplier.

30. GeM INTIMATION MODULE: - GeM/NIC intimation module to be followed. Interested

vendor has to check the webpage on regular basis.

GRSE will nowhere be responsible for any delay in intimation at any stage.

31. IP ANOMALY :- Vendor has to ensure that the system(IP)used by them for tender

submission is not being used by other vendor to avoid conflict of interest/possibility of curtailment. In case if the same IP is received from several sellers, GRSE have the right to reject these offers without any prior notice to these sellers.

32. REPRESENTATION MODULE: - GeM/NIC intimation module to be followed interested

vendor has to check the webpage on regular basis GRSE will not be nowhere responsible for any delay in intimation at any stage.

33. CASE FOR MULTIPLE L1 :- Case where multiple L1 is being emerged, L1 evaluation

process as available on GeM to be followed. For any tender published on NIC, revised price bid will be taken.

ANNEXURE: III

SCHEDULE OF TECHNICAL PARTICULARS(SOTR)

1. **Reference SOTR No: -**

AS PER SORT no. GT63140001M Rev: 0

2. **For any clarification please contact -**

<u>Sl.</u>	<u>Item</u>	<u>Contact Details</u>
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1	For any kind of technical specification related queries	Mr. Ashish Nelapati, CDO(MGR) Email: Nelapati.Ashish@grse.co.in Mob: 76030 42839
2.	For any kind of commercial related queries	Mr. Dipankar Dandapat, Manager(Purchase) Email : Dandapat.Dipankar@grse.co.in
3.	For any GeM Bidding procedural detail	a. GRSE GeM Cell. mtl.eproc@grse.co.in , grse.nic@gmail.com 033-24893902 b. GeM Helpdesk E-mail : helpdesk-gem@gov.in Contact No. 1800 4143436

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---