



Bid Number/बोली क्रमांक (बिड संख्या):  
GEM/2024/B/5252170  
Dated/दिनांक : 27-09-2024

### Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	18-10-2024 19:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	18-10-2024 19:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	180 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Chhattisgarh
Department Name/विभाग का नाम	Food Civil Supplies And Consumer Protection Department Chhattisgarh
Organisation Name/संगठन का नाम	N/a
Office Name/कार्यालय का नाम	State
Total Quantity/कुल मात्रा	18500
Item Category/मद केटेगरी	Black Polyethylene Cover (Q3)
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	650 Lakh (s)
OEM Average Turnover (Last 3 Years)/मूल उपकरण निर्माता का औसत टर्नओवर (गत 3 वर्षों का)	650 Lakh (s)
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	3 Year (s)
MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट	No
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria,Past Performance,Bidder Turnover,Certificate (Requested in ATC),OEM Authorization Certificate,OEM Annual Turnover,Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC),Compliance of BoQ specification and supporting document *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 Details/बिड विवरण**

<b>Do you want to show documents uploaded by bidders to all bidders participated in bid?/</b>	Yes
<b>Past Performance/विगत प्रदर्शन</b>	30 %
<b>Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया</b>	No
<b>Type of Bid/बिड का प्रकार</b>	Two Packet Bid
<b>Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय</b>	3 Days
<b>Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)</b>	No
<b>Evaluation Method/मूल्यांकन पद्धति</b>	Total value wise evaluation
<b>Arbitration Clause</b>	No
<b>Mediation Clause</b>	No

**EMD Detail/ईएमडी विवरण**

Required/आवश्यकता	No
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**ePBG Detail/ईपीबीजी विवरण**

Required/आवश्यकता	No
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**Splitting/विभाजन**

Splitting Applied	Yes
Maximum No. Of Bidders Amongst Which Order May Be Split	5
Split Criteria based on which quantity will be distributed	L1- 20-30% of the estimated Cap cover Quantity, If L2, L3, L4, L5 agrees to match L1 price - L2- 20-25% , L3- 15-20% , L4- 10-15% , L5- 05-10% of the estimated Cap cover Quantity, If L2 does not agree to match L1 price then opportunity will be passed on to the next Lowest Bidder(L3) and so on

**MSE Purchase Preference/एमएसई खरीद वरीयता**

MSE Purchase Preference/एमएसई खरीद वरीयता	No
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**MII Purchase Preference/एमआईआई खरीद वरीयता**

MII Purchase Preference/एमआईआई खरीद वरीयता	No
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1. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
2. Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OEM {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU for number of Financial years as indicated above in the bid document before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the Financial year. In case of bunch bids, the category of primary product having highest value should meet this criterion.
3. OEM Turn Over Criteria: The minimum average annual financial turnover of the OEM of the offered product during the last three years, ending on 31st March of the previous financial year, should be as indicated 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 OEM 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. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 30% of bid quantity, in at least one of the last three Financial years before the bid opening date to any Central / State Govt Organization / PSU. Copies of relevant contracts (proving supply of cumulative order quantity in any one financial year) to be submitted along with bid in support of quantity supplied in the relevant Financial year. In case of bunch bids, the category related to primary product having highest bid value should meet this criterion.

**Black Polyethylene Cover ( 18500 pieces )****Technical Specifications/तकनीकी विशिष्टियाँ**

[\\* जेम केटेगरी विशिष्टि के अनुसार / As per GeM Category Specification](#)

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
GENERIC	<b>Type as per IS 2508 (based on thickness and width)</b>	Type I
	<b>Nominal thickness of a film/sheet ± 10 percent</b>	250 micron (0.25 mm), 300 micron (0.3 mm)
	<b>Each cover shall be supplied with</b>	One roll of pressurized plastic self adhesive tape
	<b>Adhesive tape roll</b>	10 meter in length and 2 cm in width
DIMENSION AND WEIGHT	<b>Cover Length (+/- 2 cm)</b>	9.8 (meter)
	<b>Cover width (+/- 2 cm)</b>	6.4 (meter)
	<b>Cover height (+/- 2 cm)</b>	5.2 (meter)
FABRICATION	<b>Funnels</b>	Two nos. on each length side and One no. on each width side

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
	<b>Type of Funnel</b>	cylindrical tube type
	<b>Funnel size</b>	300 mm Length and 200 mm Diameter
	<b>Fixing of Length side Funnels</b>	At a distance of 900 mm from the top and side joint
	<b>Fixing of width side Funnel</b>	In the centre of each side at a distance of 900 mm from the top joint
	<b>Both Funnel welded</b>	From inside as well as outside
	<b>Eyelets</b>	provided at a distance of 2000 mm from each other and at a height of 30 mm from the bottom edge
	<b>Seams / Joints</b>	Two nos. - one at corner running from top to bottom and the other joint all round at top to give cover a rectangular shape
	<b>Joint of Film/sheets</b>	Overlapped 635 mm wide and seams triple heat sealed
	<b>Bottom edge folding</b>	650 mm in width and triple heat sealed
TEST REPORTS	<b>Availability of Test Report from Designated AHSP / NABL / ILAC accredited or Central Government Lab to prove conformity of products to the relevant Type of specification number IS 2508 : 2016 (as amended upto date</b>	Yes
ADVANCE SAMPLE	Agree to provide Advance Sample(s) ( Size - 50cm x 50cm ) for buyer's approval before commencement of supply hint: Applicable in case of orders placed against bid and not applicable in case of Direct Buying	N.A

**Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्र**

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्र	Delivery Days/डिलीवरी के दिन

<b>S.No./क्र. सं.</b>	<b>Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी</b>	<b>Address/पता</b>	<b>Quantity/मात्रा</b>	<b>Delivery Days/डिलीवरी के दिन</b>
1	Ashutosh Kosaria	496001,Chhattisgarh State Co-operative Marketing Federation Ltd. DMO Office ,near itwari bazar Raigarh C.G.	1000	30
2	Shashank Kumar Singh	491226,Chhattisgarh State Co-operative Marketing Federation Ltd. Ganga Maiya Mandir, Jhalmala, Balod C.G.	700	30
3	Harish Kumar Sahu	491335,Chhattisgarh State Co-operative Marketing Federation Ltd. Ward No-5, Mohbhatta, Bemetra C.G.	500	30
4	Bhoumik Baghel	491001,Chhattisgarh State Co-operative Marketing Federation Ltd. Dhamdha Naka near FCI Storage Center Durg C.G.	1500	30
5	Sourabh Bhardwaj	491441,Chhattisgarh State Co-operative Marketing Federation Ltd. Near Railway Station Opposit Old rest house Rajnandgaon C.G.	1800	30
6	Jasvir Singh Baghel	493332,Chhattisgarh State Co-operative Marketing Federation Ltd. Raipur, Panchsheel Nagar, Near-Collactorate Office, BalodaBazar, Bhatapara, C.G.	1500	30
7	Kishore Kumar Dewangan	493773,Chhattisgarh State Co-operative Marketing Federation Ltd. Kisan Rice mill agrahari navagaon FCI road Dhamtari C.G.	1800	30
8	Chandrapal Diwan	493889,Chhattisgarh State Co-operative Marketing Federation Ltd. Near Tahsil Office, Gariyaband, C.G.	1200	30
9	Harish Kumar Sharma	492001,Chhattisgarh State Co-operative Marketing Federation Ltd. Raipur, Nutan kishan Rice Mill Parisar Ramsagar Para Raipur C.G.	2700	30
10	Rajendra Kumar Dhruw	494001,DISTRICT MARKETING OFFICE ,COLLECTORATE CAMPOUS, BESIDE PASSPORT SEVA KENDRA JAGDALPUR	1800	30
11	Shobhana Tiwari	495001,Chhattisgarh State Co-operative Marketing Federation Ltd. Near Ram mandir Tilak Nagar Bilaspur C.G.	1000	30

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
12	Ashutosh Kosaria	494334, District Marketing Office kanker , room no. 20 collectorate building kanker	800	30
13	Prashant Somkuwar	497229, CG STATE CO. OPERATIVE MARKETING FEDERATION LIMITED SURAJPUR, COLD STORAGE CAMPUS, BHAIYATHAN RODE, GOPALPUR	1200	30
14	Arun Kumar Vishkarma	497001, District Marketing Office Sarguja, Kisan Rice Mill parisar, manendragarh road , near Time Out Cinema, Namnakala , Ambikapur Surguja C.G 497001	1000	30

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

### 1. Generic

**Bidder financial standing:** The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

### 2. 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 %.

### 3. Generic

Buyer Organization specific Integrity Pact shall have to be complied by all bidders. Bidders shall have to upload scanned copy of signed integrity pact as per Buyer organizations policy along with bid. [Click here to view the file](#)

### 4. Generic

The seller is required to print logo as per buyer's requirement.

### 5. Generic

1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.

### 6. Generic

Without prejudice to Buyer's right to price adjustment by way of discount or any other right or remedy

available to Buyer, Buyer may terminate the Contract or any part thereof by a written notice to the Seller, if:

- i) The Seller fails to comply with any material term of the Contract.
- ii) The Seller informs Buyer of its inability to deliver the Material(s) or any part thereof within the stipulated Delivery Period or such inability otherwise becomes apparent.
- iii) The Seller fails to deliver the Material(s) or any part thereof within the stipulated Delivery Period and/or to replace/rectify any rejected or defective Material(s) promptly.
- iv) The Seller becomes bankrupt or goes into liquidation.
- v) The Seller makes a general assignment for the benefit of creditors.
- vi) A receiver is appointed for any substantial property owned by the Seller.
- vii) The Seller has misrepresented to Buyer, acting on which misrepresentation Buyer has placed the Purchase Order on the Seller.

#### 7. **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.

#### 8. **Forms of EMD and PBG**

Bidders can also submit the EMD with Account Payee Demand Draft in favour of

Managing Director, Chhattisgarh State Co-operative Marketing Federation Limited.  
payable at  
Raipur, Chhattisgarh

Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

#### 9. **Forms of EMD and PBG**

Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name

Chhattisgarh State Co-operative Marketing Federation Limited. Raipur, Chhattisgarh  
Account No.  
7827963279  
IFSC Code  
IDIB000R521  
Bank Name  
Indian Bank  
Branch address  
Shayam Nagar, Telibandha, Raipur, Chhattisgarh

Bidder to indicate bid number and name of bidding entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer along with bid.

#### 10. **Financial Criteria**

**NET WORTH:** Net Worth of the OEM should be positive as per the last audited financial statement.

#### 11. **Scope of Supply**

Scope of supply (Bid price to include all cost components) : Supply Installation Testing and Commissioning of Goods

#### 12. **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.

#### 13. **Past Project Experience**

**Proof for Past Experience and Project Experience clause:** For fulfilling the experience criteria any

one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.Proof for Past Experience and Project Experience clause: For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.

#### 14. **Turnover**

Bidder Turn Over Criteria: 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 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.

#### 15. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

### **CAP COVER for KMS 2024-25, C.G Markfed.**

#### **Additional Terms and Conditions**

1. There is no Price Variation clause applicable, and prices will be firm and fixed for the entire quantity offered for supply during above mentioned delivery period.
2. ISI Marking: Only ISI marked Black LDPE as per IS 2508:2016 and updated to be used for manufacturing of black cap cover can be offered on GeM.
3. Penalty Clause for Quality: In case of failure of samples tests as done at the consignee end, the principle of deductions and method of deductions shall be communicated to the seller/suppliers in their supply order. Other penalty conditions as mentioned in the bid document shall be applied in addition with this penalty clause.
4. Payment terms: 80% percent of the payment will be done on completion of supply at the desired location (consignee receipt and acceptance certificate) and receiving of pre-dispatch inspection report and 20% payment will be done after satisfactory certificate issued by concerned District Marketing Officer.

The tenderer will have to submit the bill along with the following documents.

- i. Bill in 03 copies.
- ii. Inspection report and certificate issued by both the agencies, authorized by the company and inspection agency.
- iii. Truck Challan.
- iv. Acknowledgment bearing the signature and clear seal of the warehouse in-charge.
- v. After receipt of OK report from District Marketing Officer/Representative of the quantity supplied, all remaining deductions will be made after deduction of penalty etc.
- vi. In case of delay in payment due to unavoidable reasons, no interest will be paid by the Chhattisgarh Markfed.

5. After inspection if any deviation in quality as per BIS norm is found in any lot/Set of cap cover and by that time that lots/Sets of cap cover have already been used by the consignee during procurement, then also C.G MARKFED reserves the right to make deductions as per the deduction's principles given in supply order. If that lot/Set of cap cover has not been used by the consignee than it may be return to concerned supplier.

6. Loading and unloading of cap cover will be under the scope of the supplier.

7. Quality test of Cap Cover:-

(a) Pre Dispatch Inspection- The supplier will ensure Pre Dispatch inspection of Cap Cover before dispatching the stock to the consignee and ensure that the Cap cover quality is as per the technical specifications of BIS/Gol through any one of the following inspection agencies -

(1) Manager (Operation) IRCLASS Systems and Solutions Pvt. Ltd 2 Floor H. No. 277 Suresh Santosh Bhawan Bharat Nagar Narela Sankari BHEL Bhopal 462022 (M.P.)

(2) Chief Engineer, PDIL, 4 floor, 4/2 Karaya Road, 67 Shakespeare Sarani. Kolkata (W.B.)

(3) General Manager (Inspection) RITES Ltd., Churchgate Station Road, Second Floor, M.K. Road, Mumbai-400020

(4) Manager(Operations) 5GS India Pvt. Ltd. 43. RR Arcade, Zone-2, MP Nagar, Bhopal (MP)-462011.

(5) CSIDC (Departmental Technical Wing) Bhilai,

It will be mandatory to get the quality test done in accordance with the criteria of BIS IS/2508:2016 (update) and attach the certificate received from the concerned inspection agency along with the dispatch document. All expenses related to quality testing will have to be borne by the supplier.

(b) Inspection after delivery: - As per requirement, Chhattisgarh Markfed may conduct post dispatch quality test of supplied cap cover through a separate agency and only after issuance certificate of suitability by the agency, the said Cap cover lot will be accepted.

8. The complete quantity will be divided into five parts. 20-30 percent of the total quantity will be given to the first lowest tenderer(L1), L2- 20-25% , L3- 15-20%, L4- 10-15% and L5- 05-10% if they agrees to match the L1 price. If any of does not agree to match L1 price the opportunity will be provided to next lowest bidders and so on.

9. Liquidated Damages: If the Seller/Service Provider fails to deliver any or all of the Goods/ Services within the original/re-fixed delivery period(s) specified in the contract, the Buyer will be entitled to deduct/recover the Liquidated Damages for the delay, unless covered 3 / 4 under Force Majeure conditions aforesaid, @ 0.5% of the contract value of delayed quantity per week or part of the week of delayed period as pre-estimated damages not exceeding 10% of the contract value of delayed quantity without any controversy/dispute of any sort whatsoever.

10. The Bidder / OEM {themselves or through reseller(s)}, should have minimum experience of 05 years in supply of cap cover (IS 2508) to Central govt/State govt and PSU agency.

11. The cost quoted by bidder must include all charges, inspection cost, loading/unloading charges at consignee location and all other charges/expenditures including insurance and transportation /delivery at desired location at any place within Chhattisgarh.

12. The branding details for Cap Cover and quantity distribution location wise will be provided

ed to the bidders at the time of work order issuance/contract signing.

13. Inspection procedure by the Inspection agencies should be as per the guidelines laid down in BIS standards.

14. Bidder/OEM should not be blacklisted or barred by Central govt/State govt and PSU agency in last five years including the current year as on opening of bid. An undertaking by the bidder also to be uploaded in the bid that their mill is neither blacklisted nor barred.

15. Bidder/Reseller should submit OEM authorization certificate.

16. As per requirement C.G Markfed/Managing Director can increase or decrease the quantity of Cap cover at any stage and as per requirement of cap cover Managing Director will issue Workorder/supply order on the basis of per unit cost(L1).

#### 17.Past Project Experience

The Bidder / OEM {themselves or through reseller(s)}, should have executed project in central/state government organization/PSU for supply and installation / commissioning of same Product (Cap cover as per IS 2508) of worth 6.50 crore rupees in any of the 03 financial years of the last five preceding financial years (i.e. years 2019-20, 2020-21, 2021-22, 2022-23 & 2023-24) as on opening of bid, The bidder should meet this criteria in at least 03 years of the five years

18. The Bidder / OEM {themselves or through reseller(s)}, should have minimum annual financial turnover of 6.50 crore or above of the offered product (Cap cover as per IS 2508) in any of the 03 financial years of the last 05 preceding financial years (i.e. years 2019-20, 2020-21, 2021-22, 2022-23 & 2023-24). Documentary evidence in the form of certified Audited Balance Sheets along with purchase order duly executed during the relevant periods or a certificate from the Chartered Accountant / Cost Accountant with purchase order duly executed indicating the turnover details for the relevant period shall be uploaded with the bid.

19. A lot shall comprise of 100 covers marked with lot number and serial numbers. This lot shall be further divided into sub-lots of 25 covers each for the purpose of drawing sheet samples from covers out of each sub-lot. Cent-percent weighment of all the polythene covers in the lot offered for inspection shall be arranged and weight of each individual cover recorded. None of cover should weigh less than 50 kgs and average weight of covers should be 55 kg minimum per lot.

20. The Bidder / OEM {themselves or through reseller(s)} have upload the Valid BIS license /registration No. for manufacturing of cap covers (IS 2508:2016).

21. Country of Origin - INDIA

22. Resolution of Dispute- In case of dissatisfaction or dispute, Managing Director or his representative, C.G Markfed will be the arbitrator for dispute resolution. It will be mandatory for

r both the parties to report any dispute before taking it to court. For resolving any dispute r  
elated to this tender contract, the jurisdiction of court proceeding will be Raipur, Chhattisga  
rh

#### 16. **Certificates**

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

#### 17. **Certificates**

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

#### 18. **Generic**

Bidders shall quote only those products (Part of Service delivery) in the bid which are not obsolete in the market and has at least 1 years residual market life i.e. the offered product shall not be declared end-of-life by the OEM before this period.

### **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 कार्रवाई का आधार होगा।

**---Thank You/धन्यवाद---**