

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	25-03-2023 14:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	25-03-2023 14:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	180 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Health And Family Welfare
Department Name/विभाग का नाम	Department Of Health And Family Welfare
Organisation Name/संगठन का नाम	International Institute For Population Sciences (iips)
Office Name/कार्यालय का नाम	Mumbai
Total Quantity/कुल मात्रा	1000000
Item Category/मद केटेगरी	Single Use Rubber Examination Gloves-IS 15354 (Q3)
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	5 Lakh (s)
OEM Average Turnover (Last 3 Years)/मूल उपकरण निर्माता का औसत टर्नओवर (गत 3 वर्षों का)	10 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 Turnover	Yes
Startup Exemption for Years of Experience/अनुभव के वर्षों से स्टार्टअप छूट/ and Turnover	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) *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
Past Performance/विगत प्रदर्शन	30 %
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	Yes

Bid Details/बिड विवरण	
RA Qualification Rule	50% Lowest Priced Technically Qualified Bidders
RCM Applicable/लागू आरसीएम	Yes
Type of Bid/बिड का प्रकार	Two Packet Bid
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation

EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	40000

ePBG Detail/ईपीबीजी विवरण

Advisory Bank	State Bank of India
ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)	2.00
Duration of ePBG required (Months) / ईपीबीजी की अपेक्षित अवधि (महीने).	24

(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित कैटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने हैं। एमएसई कैटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।

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

Beneficiary/लाभार्थी :

Director and Senior Professor
Mumbai, Department of Health and Family Welfare, International Institute for Population Sciences (IIPS), Ministry of Health and Family Welfare, Govandi, Mumbai - 88
(Prof. K.s.james)

Splitting/विभाजन

Bid splitting not applied.

Reserved for Make In India products

Reserved for Make In India products	Yes
-------------------------------------	-----

MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
---	-----

1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
2. 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.
3. 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 / Public Listed Company 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.
4. 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.
5. Bid reserved for Make In India products: : Procurement under this bid is reserved for purchase from Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. However, eligible micro and small enterprises will be allowed to participate. The minimum local content to qualify as a class 1 local supplier is denoted in the bid document. All bidders must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which the bid is liable to be rejected. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020 . In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.
6. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for 25%(selected by Buyer) percentage of total QUANTITY.
7. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.
8. 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 / Public Listed Company. 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.

Section 9(3) Of GST/जीएसटी की धारा 9(3)।

Where ever RCM is applicable, sellers (Regular GST registered seller who opted out of FCM , unregistered seller, seller registered under composition scheme)will be forced to put Zero GST and GST cess in their bids. Buyer will have liability of paying the GST and GST cess to the government on the specified rate mentioned by them in this Bid.

9. Reverse Auction would be conducted amongst first 50% of the technically qualified bidders arranged in the order of prices from lowest to highest. Number of sellers eligible for participating in RA would be rounded off to next higher integer value if number of technically qualified bidders is odd (e.g. if 7 bids are technically qualified, then RA will be conducted amongst L-1 to L-4). In case number of technically qualified bidders are 2 or 3, RA will be between all without any elimination. If Buyer has chosen to split the bid amongst N sellers, then minimum N sellers would be taken to RA round. In case Primary products of only one OEM are left in contention for participation in RA based on lowest 50% bidders qualifying for RA, the number of sellers qualifying for RA would be increased to get at least products of one more OEM (directly participated or through its reseller) if available. Further, if bid(s) of any seller(s) eligible for MSE preference is / are coming within price band of 15% of Non MSE L-1 or if bid of any seller(s) eligible for Make in India preference is / are coming within price band of 20% of non MII L-1, then such MSE / Make in India seller shall also be allowed to participate in the RA process.

Single Use Rubber Examination Gloves-IS 15354 (1000000 pieces)

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

Brand Type/ब्रांड का प्रकार	Unbranded
-----------------------------	-----------

Technical Specifications/तकनीकी विशिष्टियाँ

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

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
GENERAL	Sterility	Non Sterile
	Powder Free	YES, No
DIMENSIONS	Size (Palm Width in mm), +/- 10mm	Small (80 mm), Medium (95 mm), Large (110 mm)
MATERIAL	Material	synthetic rubber(nitrile)
PACKING	Packing for Golves	As per manufacturer's choice for Non-sterilized Gloves
	Multi Units in one Packet (Number)	100
MARKING	ISI Marked	Yes, No

Additional Specification Parameters - Single Use Rubber Examination Gloves-IS 15354 (1000000 pieces)

Specification Parameter Name	Bid Requirement (Allowed Values)
Powder free conformity to Indian Standard	Powder Free - No and IS:15354 Latest Indian Standard
Lubricant/Material used for surface treatment	Latex Free
Certification	GMP/WHO-GMP Certification
Total quantity required	5,00,000 pairs (10,00,000 -pieces)
Size and quantity required	Medium - 2,50,000 (pairs); Small - 1,50,000 (pairs) and Large - 1,00,000 (pairs)

* Bidders offering must also comply with the additional specification parameters mentioned above.

Input Tax Credit(ITC)/इनपुट कर क्रेडिट(आईटीसी) and/ तथा Reverse Charge(RCM)/रिवर्स प्रभार (आरसीएम) Details

ITC on GST/जीएसटी पर इनपुट कर क्रेडिट	ITC on GST Cess/जीएसटी उपकर कर क्रेडिट	RCM Applicabl e/लागू आरसीएम	GST as per RCM/रिवर्स प्रभार के अनुसार जीएसटी	GST Cess 1 as per RCM/रिवर्स प्रभार के अनुसार जीएसटी उपकर 1	GST Cess 2 as per RCM	Optional RCM/वैकल्पिक रिवर्स प्रभार
NA	NA	Yes	12%	12%	12 (INR) - Per Unit	No

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

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Manjiri Mangesh Rane	400088,International Institute For Population Sciences Govandi station Road , Govandi east, Deonar, Mumbai -400088	1000000	15

Special terms and conditions-Version:2 effective from 10-11-2022 for category Single Use Rubber Examination Gloves-IS 15354

1. All Provisions of Drugs and Cosmetics Act, 1940 and Rules made there under as amended till date will always be applicable. This will include all notifications issued by *Central Drugs Standard Control Organisation (CDSCO)*, Ministry of Health & Family Welfare (MoHFW) and Department of Pharmaceuticals (DOP), Ministry of Chemicals & Fertilizers time to time in this regard.
2. The sellers are registered on GeM based on self-declaration of valid Drug License, product certification, test reports etc. However, buyers must check and validate the details at their end for all applicable licenses and certifications e.g., validity and authenticity/genuineness of drug license, product certification, manufacturer certification/licenses, test reports etc.
3. The price offered by the seller shall not, in any case exceed the DPCO controlled price, if any, fixed

by the Central/State Government, the Maximum Retail Price (MRP) and the selling price. The seller must reduce the prices if there is any reduction in DPCO ceiling price, if any.

4. Any other Terms and Conditions which is not included or at variance with the conditions specified in STC/GTC, may be added by the buyer through Additional Terms and Conditions in the bid to ensure items are procured from authentic/validated source with appropriate and applicable quality. The above terms and conditions are in reverse order of precedence i.e., ATC shall supersede specific STC which shall supersede General Terms and Conditions ("GTC"), whenever there are any conflicting provisions.

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

1. Experience Certificate for the supply of the same to any Govt/ PSU/ any renowned private organisation along with Supply/ Purchase Order.
2. If the agency is registered under MSME or NSIC, then EMD exemption certificate needs to be enclosed.
3. Make in india specific authorisation certificate needs to be enclosed.
4. **Buyer Added Bid Specific ATC**

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

5. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

General Terms and Conditions:

- i. The proposal, along with all the correspondence and documents exchanged by the bidder and IIPS shall be written in the English language.
- ii. Amendments to the tender: IIPS reserves rights to amend any of the tender conditions or a part thereof before the last date for the receipt of the tender, if necessary. Amendments, if any, would be placed on the institute's website (www.iipsindia.org). The decision of extending the due date and time for the submission of tender documents on the account of amendments will be at the sole discretion of IIPS.
- iii. IIPS reserves the right to cancel the RFP at any stage without citing any reason.
- iv. Performance Security: As per GeM portal.
- v. No proposal shall be accepted unless it is properly sealed. The documents should be sent by speed post /registered post/courier or hand delivered. IIPS will not be responsible for any postal delay.
- vi. The bidder is advised to attach any additional information that is considered necessary to establish its capabilities. No further information will be entertained after submission of application unless it is required by IIPS. The IIPS reserves the right to call for additional information and clarification on information submitted by the bidders.
- vii. Proposals must be received by IIPS, at the address specified not later than the date and time specified in the Invitation of RFP. In case the specified date for the submission of proposal is a declared holiday at the IIPS, the same will be received on next working day with the same specified time. Proposals received after the due date and time specified will automatically be rejected.
- viii. Submission of tender: Should be submitted on GeM portal. Tenders received after specified date and time will not be accepted. IIPS reserves the right to disqualify any of the tenders in case it is not satisfied with the documents furnished or otherwise, without assigning any reasons thereof. Any efforts by an agency to influence the IIPS personnel or representative on matters relating to bids under consideration in the process of examination, clarification, evaluation and comparison of bids and in decision concerning award of Contract, shall result in the rejection of the bidder's bid and also lead to blacklisting of the organization.
- ix. The bid will be valid for 180 days from the last date of submission.
- x. Failure to provide and/or comply with the required information, instruction, etc. incorporated in these bid documents may result in rejection of its tender.

xi. Failing to execute the Contract within the prescribed period may result in termination of the Contract and award of the same to other agency/agencies at the risk and cost of the bidder.

xii. The person to sign the Contract shall be duly authorized.

xiii. Arbitration: In event of any dispute arising with regard to interpretation of the articles/terms of this contract, the matter shall be referred to sole Arbitrator, who shall be appointed by the Ministry of Health & Family Welfare, Government of India, New Delhi. The decision of the Arbitrator on the points referred to him/her shall be binding on both the parties to this contract, subject to the provisions of the Arbitration and Conciliation Act of 1996. Nothing in this clause shall entitle Vendor /IIPS to refuse to perform its obligation under this contract merely because reference to the arbitrator has been requested or made or a sole arbitrator has been appointed. No interest shall be awarded by the Arbitrator in respect of any money due under this contract till the date of award and for a period of 120 days thereafter. The place of Arbitration shall be Mumbai.

xiv. Good Manufacturing Practices (GMP), WHO-GMP, or equivalent international quality certification for the product applied for is essential. Preference will be given to WHO- GMP certificate.

xv. IIPS reserves the right to choose, accept or reject any or all request /offers, in full or part, reduce or increase the quantity, split the order, criteria of requirement at any stage without giving any notice or assigning any reason. The decision of the Director, IIPS in this regard shall be final.

xvi. The quoted rate should include the transportation, delivery and taxes if any for anywhere in India, as advised by the IIPS Mumbai and be valid for one year from the last date of bid submission. The supplier is required to supply the selected items (consumables) in a staggered manner in 3- 4 lots in 1-1.5/2 years, tentatively scheduled as first lot for training in the last week of January 2023, second lot for the first phase in the month of March 2023, and third lot for second phase in the month of August 2023.

xvii. GPS equipment should be supplied in 10th February, 2023.

xviii. All bidders will have to submit at least one sample of each piece of equipment and ten samples of each consumable applied, on the date: 27th March, 2023 upto 1:00 p.m. To. Director IIPS Mumbai, for verification and approval by the committee for evaluation of technical specifications.

xix. All bidders should put on the samples box Vendor name, Equipment and consumables name and their quantity.

xx. Failure to submit samples within the prescribed timeline will result in disqualification of the agency.

xxi. Along with the samples, each vendor will have to submit a declaration that if finally selected, they will supply the same quality of the product (model with same technical specifications) for the entire procurement. Failure to do so will lead to disqualification of the agency supplying the allocated items.

xxii. For all the supplies and equipment, those items which have been successfully used earlier in large scale surveys in India or outside will be given preference.

xxiii. As IIPS uses Stadiometer, Infantometer and Weighing scale used in earlier round of NFHS, all the Bidder of these items should be able to provide maintenance / calibration of those equipment as and when required during the tenure of NFHS-6.

xxiv. Cost of travel and stay of the officials for attending pre-bid meeting/technical or financial bid opening will be borne by the bidder.

6. Force Majeure and Termination

6.1 Force Majeure:

6.1.1 Where the performance by the bidders of their obligations under this Contract is delayed, hindered or prevented by an event or events beyond the reasonable control of the bidders and against which an experienced bidder could not reasonably have been expected to take precautions, the bidders shall promptly notify IIPS in writing, specifying the nature of the force majeure event and stating the anticipated delay in the performance of this Contract.

6.1.2 From the date of receipt of notice given in accordance with Clause 6.1.1, IIPS may, at its sole discretion, either suspend the Contract for up to a period of 6 months ("the Suspension Period") or terminate the Contract forthwith.

If by the end of the Suspension Period the parties have not agreed on a further period of suspension or re-statement of the Contract, the Contract shall terminate automatically.

6.2 Suspension or Termination without Default of the bidders

6.2.1 IIPS may, at its sole discretion, suspend or terminate this Contract at any time by so notifying the bidder and giving the reason(s) for such suspension or termination.

6.2.2 Where this Contract has been suspended or terminated pursuant to Clause 6.2.1, the bidder shall:

a) Take such steps as are necessary to terminate the provision of the Services, (including suspending or terminating any Sub-contracts) in a cost-effective, timely and orderly manner; and

b) Provide to IIPS, in not more than 30 days after IIPS notifies the bidder of the suspension or termination of this Contract an account in writing, stating:

i. Costs, if any, due before the date of suspension or termination;

ii. Any costs to be expended after the date of suspension or termination, which the bidder necessarily incurred in the proper performance of this Contract and which it cannot reasonably be expected to avoid or recover.

Subject to IIPS approval, IIPS shall pay such amount to the bidder normally within 30 days after receipt from the bidder of an Invoice in respect of the amount due.

6.3 Termination for Default of the bidders

6.3.1 IIPS may notify the bidder of the suspension or termination of this Contract where the services or any part of them are not provided to the satisfaction of IIPS giving the reasons for such dissatisfaction and, in the case of suspension, the action required by the bidder to remedy that dissatisfaction and the time within which it must be completed.

6.3.2 Where this Contract is suspended under Clause 6.3.1 and the bidder subsequently fails to remedy the dissatisfaction, IIPS may terminate the Contract forthwith.

6.3.3 IIPS may, without prejudice to its other rights, including but not limited to the right to claim for costs and losses incurred, terminate this Contract forthwith where:

a) The bidder or any member of the bidder's personnel, either directly or through their servants or agents, breaches any of their obligations under this Contract; or

b) The bidder or any member of the bidder's personnel has committed an offence under any of the prevailing laws applicable to the project; or

c) The bidder is an individual or a partnership and at any time:

i. Becomes bankrupt; or

ii. Is the subject of a receiving order or administration order; or

iii. Makes any composition or arrangement with or for the benefit of the bidder's creditors; or

iv. Makes any conveyance or assignment for the benefit of the bidder's creditors; or

d) The bidder is a company and:

i. An order is made or a resolution is passed for the winding up of the bidder; or

ii. A receiver or administrator is applied in respect of the whole or any part of the undertaking of the bidder.

e) The bidder is a partnership or a company and there is a Change in Control. "Change in Control" means that the person(s) (including corporate bodies) directly or indirectly in Control of the bidder at the time this Contract is entered into cease to be in Control. "Control" means the power of a person to secure that the affairs of the bidders are conducted in accordance with the wishes of that person.

6.3.4 Where the Contract is terminated in accordance with this Clause 6. 3.3, the bidder shall without prejudice to IIPS other remedies, take any steps necessary to terminate the

provision of the Services in a timely and orderly manner but shall not be entitled to any further payment in relation to this Contract.

6.3.5 Where this Contract is terminated pursuant to Clause 6. 3.3 the bidder shall pay IIPS within 10 days of notification such amount, as IIPS shall have determined as the amount of any loss to IIPS resulting from such termination together with the amount or value of any gift, consideration or commission concerned.

Additional General Terms and Conditions:

1) IIPS reserves the right to choose, accept or reject, cancel any or all of the item in full or part, reduce or increase the quantity, split the order, criteria of requirement at any stage without giving any notice or assigning any reason. The decision of the Director, IIPS in this regard shall be final.

2) All equipment and consumables should be delivered approximately within 90 days and GPS equipment should be supplied within 30 days in single lot of issuing the purchase order, in a staggered manner. The purchase order for a particular equipment/consumable will provide the exact details of delivery period and required packaging format for the same.

3) IIPS does not have any GST exemption certificate.

4) For price bid, each item should be quoted for single unit inclusive of GST.

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. Any clause(s) incorporated by the Buyer regarding following shall be treated as null and void and would not be considered as part of bid:-

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.
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---