



Bid Number/बोली क्रमांक (बिड संख्या)[:] GEM/2025/B/5806420 Dated/दिनांक : 10-01-2025

Bid Document/ बिड दस्तावेज़

Bid C	Petails/बिड विवरण
Bid End Date/Time/बिड बंद होने की तारीख/समय	31-01-2025 16:00:00
Bid Opening Date/Time/बिंड खुलने की तारीख/समय	31-01-2025 16:30:00
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 Defence
Department Name/विभाग का नाम	Department Of Defence Research & Development
Organisation Name/संगठन का नाम	Office Of Dg (mss)
Office Name/कार्यालय का नाम	******
क्रेता ईमेल/Buyer Email	kavitha.ps@gov.in
Total Quantity/कुल मात्रा	7
ltem Category/मद केटेगरी	10G SINGLE MODE (SM) ENTERPRISE CLASS SFT MODULES , FIREPOWER MANAGEMENT CENTER, (VMWARE) FOR 2 DEVICES , NEXT GENERATION FIREWALL (NGFW) APPLIANCE
GeMARPTS में खोजी गई स्ट्रिंग / Searched Strings used in GeMARPTS	NEXT GENERATION FIREWALL (NGFW) APPLIANCE
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Firewall - NGFW
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	• Firewall - NGFW
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	Certificate (Requested in ATC),OEM Authorization Certificate *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
Do you want to show documents uploaded by bidders to all bidders participated in bid?/	No
Bid to RA enabled/बिंड से रिवर्स नीलामी सक्रिय किया	Yes

Bid Details/बिड विवरण		
RA Qualification Rule	H1-Highest Priced Bid Elimination	
Type of Bid/बिंड का प्रकार	Two Packet Bid	
Primary product category	NEXT GENERATION FIREWALL (NGFW) APPLIANCE	
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days	
Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	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	60	
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation	
Arbitration Clause	No	
Mediation Clause	No	

EMD Detail/ईएमडी विवरण

Required/आवश्यकता	No
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ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
ePBG Percentage(%)/ईपीबीजी प्रतिशत (%)	5.00
Duration of ePBG required (Months)/ईपीबीजी की अपेक्षित अविध (महीने).	68

(a). 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, DRDL

Defence Research And Development Laboratory, KANCHANBAGH, HYDERABAD - $500\,058$ (The Director, Drdl)

MII Purchase Preference/एमआईआई खरीद वरीयता

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

- 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. 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.

${\bf 4.\ Inspection\ of\ Stores\ by\ Nominated\ Inspection\ Authority\ /\ Agency\ of\ buyer\ or\ their}$ authorized representatives

An independent third party Professional Inspection Body can help buyer in mitigating buyer's risk with predispatch/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.

- 5. 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:
 - i. If number of technically qualified bidders are only 2 or 3.
 - ii. If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.
 - iii. In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
 - iv. 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
 - v. 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 $\,$

10G SINGLE MODE (SM) ENTERPRISE CLASS SFT MODULES (4 the number pi)

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

Technical Specifications/तकनीकी विशिष्टियाँ

Buyer Specification Document/क्रेता विशिष्टि दस्तावेज़	<u>Download</u>
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Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	*****	***********HYDERABAD	4	120

FIREPOWER MANAGEMENT CENTER, (VMWARE) FOR 2 DEVICES (1 the number pi)

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

Technical Specifications/तकनीकी विशिष्टियाँ

Buyer Specification Document/क्रेता विशिष्टि दस्तावेज़	<u>Download</u>
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Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	******	***********HYDERABAD	1	120

NEXT GENERATION FIREWALL (NGFW) APPLIANCE (2 the number pi)

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

Technical Specifications/तकनीकी विशिष्टियाँ

Buyer Specification Document/क्रेता विशिष्टि दस्तावेज़	
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Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती / रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	*****	************HYDERABAD	2	120

Buyer added Bid Specific Additional Scope of Work

S.No.क्र.सं . Document Title		Description	Applicable/रिवर्स प्रभार के अनुसार जीएसटी i.r.o. Items
1	FIREPOWER MANAGEMENT CENTER, (VMWARE) FOR 2 DEVICES View	FIREPOWER MANAGEMENT CENTER, (VMWARE) FOR 2 DEVICES	NEXT GENERATION FIREWALL (NGFW) APPLIANCE(2)

The uploaded document only contains Buyer specific Additional Scope of Work and / or Drawings for the bid items added with due approval of Buyer's competent authority. Buyer has certified that these additional scope and drawings are generalized and would not lead to any restrictive bidding.

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

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 by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

2. Generic

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

- a. Copy of PAN Card.
- b. Copy of GSTIN.
- c. Copy of Cancelled Cheque.
- d. Copy of EFT Mandate duly certified by Bank.

3. Generic

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

4. Generic

Installation, Commissioning, Testing, Configuration, Training (if any - which ever is applicable as per scope of supply) is to be carried out by OEM / OEM Certified resource or OEM authorised Reseller.

5. Generic

IT equipment shall be IPv6 ready from day one.

6. Generic

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. Generic

Non return of Hard Disk: As per Buyer organization's Security Policy, Faulty Hard Disk of Servers/Desktop Computers/ Laptops etc. will not be returned back to the OEM/supplier against warranty replacement.

8. Generic

Manufacturer Authorization: Wherever Authorised Distributors/service providers are submitting the bid, Authorisation Form /Certificate with OEM/Original Service Provider details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid

9. 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.

10. 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.

11. Generic

Scope of supply includes Training: Number of employees to be trained

5 , Place for Training DRDL, KANCHANBAGH, HYDERABAD and Duration of training 10 days.

12. Forms of EMD and PBG

Successful Bidder can submit the Performance Security in the form of Account Payee Demand Draft also

(besides PBG which is allowed as per GeM GTC). DD should be made in favour of

THE DIRECTOR, DRDL payable at HYDERABAD

. After award of contract, Successful Bidder can upload scanned copy of the DD in place of PBG and has to ensure delivery of hard copy to the original DD to the Buyer within 15 days of award of contract.

13. Forms of EMD and PBG

Successful Bidder can submit the Performance Security in the form of Fixed Deposit Receipt also (besides PBG which is allowed as per GeM GTC). FDR should be made out or pledged in the name of

THE DIRECTOR, DRDL (WITH AUTO-RENEWAL FACILITIY)

A/C (Name of the Seller). The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of Security Deposit, the FDR will be released in favour of bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Successful Bidder has to upload scanned copy of the FDR document in place of PBG and has to ensure delivery of hard copy of Original FDR to the Buyer within 15 days of award of contract.

14. Scope of Supply

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

15. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

- 1. BIDDER HAS TO GIVE COMPLIANCE TO SPECIFICATIONS, ATP AND LIST OF DELIVERABLES, SCOP E OF WORK ENCLOSED WITH THIS BID FOR TECHNICAL EVALUATION OF THE QUOTED BIDDERS FO R QUALIFYING THEIR BID ACCEPTANCE OR REJECTION.
- 2. THE SELLER SHOULD GIVE COMPLIANCE TO ALL THE POINTS MENTIONED IN ATC CLAUSE, ATC D OCUMENT INCLUDING CHECKLIST AND OTHER BID DOCUMENTS DULY SIGNED AND STAMPED AND UPLOAD THE SAME ALONG WITH TECHNICAL BID.
- 3. BIDDERS ARE REQUIRED TO UPLOAD RELEVANT DOCUMENTS IN THE CONCERNED TABS FOR OB TAINING PURCHASE PREFERENCE.
- 4. TO AVAIL PURCHASE PREFERENCE, THE BIDDER MUST BE THE MANUFACTURER OF THE OFFERE D PRODUCT AS PER GEM NORMS. HENCE, IT IS REQUESTED TO FURNISH DECLARATION ALONG WITH UDYAM REGN/ MSE CERTIFICATE FOR VERIFICATION OF MSE IN GEM PORTAL.
- 5 SELLER HAS TO SUBMIT OFM AUTHORISATION CERTIFICATE.
- 6. THE SUCCESSFUL BIDDER HAS TO SUPPLY THE ITEMS ONLY ON WORKING DAYS FROM MONDAY TO FRIDAY, TIMING 9.30 AM TO 4.30 PM. CONTACT PH.NO. 24583248/24583296
- 7. THE SUCCESSFUL BIDDER HAS TO SUPPLY ALL ESSENTIAL ACCESSORIES REQUIRED FOR SUCCESSFUL IN STALLATION AND COMMISSIONING OF THE GOODS SUPPLIED. THE BID PRICE IS TO INCLUSIVE OF THE ABO VE

16. Buyer Added Bid Specific ATC

Buyer uploaded ATC document Click here to view the file.

17. Warranty

8 / 10

Warranty period of the supplied products shall be 5 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.

18. 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.

19. 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-imberse the cost of such service / rectification to the Buyer.

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 <u>attached categories</u>, 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.

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.

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 करना करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।

---Thank You/धन्यवाद---