

## Bid Corrigendum

GEM/2024/B/5642858-C1

Following terms and conditions supersede all existing "Buyer added Bid Specific Terms and conditions" given in the bid document or any previous corrigendum. Prospective bidders are advised to bid as per following Terms and Conditions:

### Buyer Added Bid Specific Additional Terms and Conditions

1. **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. Bidders can also submit the EMD with Account Payee Demand Draft in favour of India Security Press a Unit of SPMCIL payable at Nashik.  
. 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.
3. Bidders can also submit the EMD with Fixed Deposit Receipt made out or pledged in the name of A/C India Security Press a Unit of SPMCIL  
. The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee.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 EMD, the FDR will be released in the favour of the bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Bidder has to upload scanned copy/ proof of the FDR along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date/ Bid Opening date
4. Bidders can also submit the EMD with Banker's Cheque in favour of India Security Press a Unit of SPMCIL payable at Nashik  
. Bidder has to upload scanned copy / proof of the BC along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.
5. 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 India Security Press a Unit of SPMCIL payable at Nashik  
. 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.
6. 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 India Security Press a Unit of SPMCIL 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.
7. Buyer Added text based ATC clauses

#### Buyer Added Bid Specific ATC

## **Buyer Added Bid Specifics etc**

The Bidder firm should meet following eligibility criteria to qualify in the Techno Commercial Bid:-

**Supply, installation, Testing and Commissioning of Air Handling Units with DX coil, VRF Outdoor Units along with related Copper piping, Ducting, Civil works etc. at ISP Nashik.**

### **1. Experience and Past Performance :**

The bidder (Manufacturer or principal of authorized representative - hereinafter referred simply as "The Bidder") should have supplied, erected, commissioned at least one number of **"Supply, installation, testing and commissioned 01 Set of Air Handling Unit with the capacity of at least CFM:18,000"** with same or higher specifications in last five years ending on 31st March 2024. At least one number of the product offered for supply should be in successful operation for at least one year on the date of bid opening.

#### **Note:**

i) \*Copies of PO's and completion/experience certificates issued by customers to be provided in support of above.

ii) Start-ups and Micro and small Enterprises are exempted from Experience and Past Performance criteria. In case any bidder is seeking exemption from Experience and Past Performance criteria, the supporting documents to prove his eligibility for exemption must be submitted for evaluation.

### **2. Capability, Equipment & Manufacturing Facilities :**

The bidder firm have an annual capacity to supply at least 02 sets of **"Air Handling Unit with the capacity of at least CFM:18,000 (Minimum) including its Design, supply, installation, testing and commissioning** of the requirement.

Note: At the discretion of the purchase, the Capacity / Capability Assessment / verification of bidder / manufacturer firm (s) might be undertaken by a Committee or through a third - party Technical Consultancy / Inspection agency to ensure that the firm is / are identified and capable to supply the machine / item / material / product as required.

### **3. Financial Standing :**

i) The average annual financial turnover of the bidder firm (manufacturer or principal of authorized dealer) during the last three years, ending on 31<sup>st</sup> March 2024, should be at Rs. 1,63,66,000/- as per the annual report (audited balance sheet and profit & loss account) of the relevant period duly authenticated by a Chartered Accountant/ Cost Accountant in India.

ii) The net worth of the firm should :

a) not be negative on 31<sup>st</sup> March 2024 and

b) Not have eroded by more than 30% in the last three years, ending on 31<sup>st</sup> March 2024.

#### **Note:**

1: To ascertain this criteria net worth of initial and last financial year shall be compared.

2: For MSEs and Start-ups (registered for the tendered item) all financial criteria shall be exempted. However, its capacity and capability may be verified (if necessary) by the ISP.

#### I- Applicability in Special Cases :

- a) **Applicability to 'Make in India':** (manufacturer or principal of authorised representative) If the product is being manufactured in India under a license from a foreign manufacturer who holds intellectual property rights and where there is a technology collaboration agreement/ transfer of technology agreement for indigenous manufacture of a product developed abroad with clear phased increase in local content, and who while meeting all other criteria above, except for any or more of sub-criteria in Experience and Past Performance above, would also be considered to be qualified provided: i) their foreign manufacturer who holds intellectual property rights, meets all the criteria above without exemption, and ii) the Bidder submits appropriate documentary proof for technology collaboration agreement/ transfer of technology agreement for indigenous manufacture of a product developed abroad with clear phased increase in local content. iii) the bidder (manufacturer or principal of authorised representative) furnishes along with the bid a legally enforceable undertaking jointly executed by himself and such foreign Manufacturer for satisfactory manufacture, Supply (and erection, commissioning if applicable) and performance of 'The Product' offered including all warranty obligations as per the general and special conditions of contract.
- b) **Authorized Representatives:** Bids of bidders quoting as authorised representative of a principal manufacturer would also be considered to be qualified, provided: i) their principal manufacturer meets all the criteria above without exemption, and ii) the principal manufacturer furnishes a legally enforceable tender-specific authorisation in the prescribed form assuring full guarantee and warranty obligations as per the general and special conditions of contract; and iii) the bidder himself should have been associated, as authorised representative of the same or other Principal Manufacturer for same set of services as in present bid (supply, installation, satisfactorily commissioning, after sales service as the case may be) for same or similar 'Product' for past three years ending on 31.03.2024.
- c) **For Existing successful Past Suppliers:** In case the bidder (manufacturer or principal of authorised representative) who is a successful past supplier of 'The Product' in at least one of the recent past three procurements (within SPMCIL/BRBNMPL/BNPMIPL), who do not meet any or more of requirements above, would also be considered to be qualified in view of their proven credentials, for the maximum quantity supplied by him in such recent past to any units of SPMCIL.
- d) **Joint Ventures and Holding Companies:** Credentials of the partners of Joint ventures cannot (repeat cannot) be clubbed for the purpose of compliance of PQC in supply of Goods/Equipment, and each partner must comply with all the PQC criteria independently. However, for the purpose of qualifying the Financial Standing Criteria, the Financial Standing credentials of a Holding Company can be clubbed with only one of the fully owned subsidiary bidding company, with appropriate legal documents proving such ownership.
- e) **Start-up Enterprises:** Requirements of prior experience and turnover would be relaxed for Start-up enterprises as recognised by Department for Promotion of Industry and Internal Trade (DPIIT), subject to their meeting the quality and technical specifications. Such Start-ups may be either MSE or otherwise.

#### 4. Undertaking(s) :

- a) The bidder has to provide the undertaking that **"We M/s. <Name of the firm> have not been black-listed/ debarred for dealing with any Govt. Organization / Public Sector Undertaking (PSU) / Reputed Organization in the past".**
- b) The bidder has to provide the undertaking that **"We M/s. <Name of the firm> agree to withdraw all the deviations, if any, unconditionally and accept all the Terms and conditions of the document including the technical specifications."**
- c) The bidder has to provide the undertaking that **"We M/s. <Name of the firm> have read and accept all the terms & conditions of GIT & GCC of the Bid document".**
- d) The bidder has to provide the undertaking that "We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; and solemnly cer

tify that we are not from such a country or, if from such a country, we are registered with the Competent Authority (copy enclosed). We hereby certify that we fulfill all requirements in this regard and are eligible to be considered.”

## **5. Other Eligibility requirements for the Bidders:**

**5.1** The bidder shall submit Local Content details as per clause No. 9; Verification of Local content, of Public procurement (Preference to make in India) order 2017 No. P-45021/2/2017-PP(BE-II).

**5.2** The bidder has to submit Power of Attorney/ Authorization indicating that authorized signatory is competent and legally authorized to submit the tender and / or enter into legally binding contract on firm's letter head.

### **5.3 Manufacturer's Authorisation Letter :**

- a) 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.
- b) The bidder shall submit the manufacturer's authorization letter to this effect as per the standard form provided in buyer uploaded ATC Uploaded document.
- c) One manufacturer can participate through one authorized agent or one agent can participate on behalf of one Principal Manufacturer only.

**5.4** All experience, past performance and capacity/ capability related/ data should be certified by the authorized signatory of the bidder firm.

**5.5** The application should be submitted in English Language. The authenticated copies of the documents in support of the applicant's claims must be submitted in **English language**.

**5.6 PAN and Goods & Service Tax Registration (GST):** The Bidder should be registered with the Income tax. Relevant proof in support shall be submitted.

The interested bidder may **visit the site & do site survey** to know the exact requirement before quoting for the bid on **04.12.2024 - 05.12.2024**. Bidders are requested to send representative details with identify proof, phone numbers email id etc. for issuing gate on : [v.Abraham@spmcil.com](mailto:v.Abraham@spmcil.com), [Mangesh.Kasvekar@spmcil.com](mailto:Mangesh.Kasvekar@spmcil.com).

**5.7 Anti-Bribery Management System (ABMS):** By participating in this tender, the suppliers/Vendors/Contractors are deemed to have undertaken that they shall not give or take, any financial or non-financial bribe, to or from anyone during the tender or during the execution of the contract thereafter and if they notice any such incident happening, they shall report it to Vigilance.

### **5.8 Clarification of Bids/Shortfall Documents:**

i. During the evaluation and comparison of bids, the purchaser may, at his discretion, ask the bidder for clarifications on the bid. The request for clarification shall be sought only once on GeM portal, asking the bidder to respond by a specified date/period (i.e. Seven days). If the bidder does not comply or respond by the date/period (i.e. within Seven days), his tender will be liable to be rejected. Depending on the outcome, such bids are to be ignored or considered further. No post-bid clarification at the initiative of the bidder shall be entertained.

**Note:** While submitting the Clarification/Shortfall Document any technical difficulty occurs on GeM portal, then the bidder can submit the Clarification/Shortfall Document through e-mail (e-mail id: purchase.isp@spmcil.com).

ii. The Procuring Entity reserves its right to, but without any obligation to do so, seek any shortfall information/ documents only in case of historical documents that pre-existed at the time of the Bid Opening, and which have not undergone change since then and does not grant any undue advantage to any bidder. As far as the submission of documents is concerned regarding qualification criteria, after submission of the bid, only related shortfall documents shall be asked for and considered.

**For example,** if the bidder has submitted a supply order without its completion/performance certificate, the certificate will be asked for and considered. However, no new supply order shall be asked for to qualify the bidder

**NOTE:** The terms and conditions, guidelines of SPMCIL Procurement Manual Version 3.0 will be applicable to this bid at any stage to avoid any conflict at later stage. Kindly refer GIT and GCC of SPMCIL Procurement Manual Version 3.0 for additional terms and conditions as per the links given below:

**GIT :** <https://spmcil.com/uploaddocument/GIT3.0.pdf>

**GCC:** <https://spmcil.com/uploaddocument/GCC3.0.pdf>

**6. Delivery Schedule:** - Within 180 days from the date of issue GeM contract.

**6.1 Mode of Delivery:** FOR ISP, Nashik Road, Nashik (Maharashtra) duly unloading at Site.

**6.3 Pre Dispatch Inspection :** As per Technical Specification.

## **7. Quantum of LD:-**

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 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.

## **8. General Condition of Contract (GCC):**

**8.1 Packing and Marking:** As per Technical Specifications of the tender document.

**8.2 Transportation of Goods:** The transportation of goods to be procured will be done by the supplier on FOR ISP Basis. The total cost of the transportation should be indicated in the price bid of the item to be procured.

**8.3 Inspection and Quality Control:** As per Technical Specification.

**8.4 Price bid evaluation:** In the second stage, the price bid of only Techno Commercially Qualified firm will be opened for further scrutiny and evaluation.

**a)** The price quoted shall be compared on Total Price basis (FOR ISP Nashik Road) quoted for Supply Installation Testing and Commissioning including all taxes, duties, etc. and 4 (Four) years Comprehensive Annual Maintenance Contract cost including all taxes, duties, etc.

**b)** The Contract will be issued on Total value i.e. SITC price and 4 (Four) Year CAMC Price. However, ISP re

serves the right not take 4 (Four) years Comprehensive Annual Maintenance Contract after completion warranty period, if the performance of the firm found not satisfactory during the warranty. The evaluation criteria for awarding the contract shall be total price wise to L1 bidder.

**8.5 Pre-bid conference: The pre-bid conference will be held on 12.12.2024 at 10.30 hrs IST. The prospective bidders interested to participate in this tender are requested to attend the pre-bid conference for clarifications on PQB and Technical issues, at India Security Press, Nashik. The queries of Pre-bid conference if any, shall reach to CGM, ISP, Nashik on or before 10.12.2024 in writing by Fax/mail on : [purchase.isp@spmcil.com](mailto:purchase.isp@spmcil.com), [v.Abraham@spmcil.com](mailto:v.Abraham@spmcil.com), [Mangesh.Kasvekar@spmcil.com](mailto:Mangesh.Kasvekar@spmcil.com) . The firm has also send identity proof, phone numbers email id etc. of representative those who attending the pre bid conference on mentioned email id on or before 10.12.2024 for issuance of gate pass.**

#### **9. Payment Terms: -**

i) The 100% payment will be released after Supply, installation, testing and commissioning of Air Handling Units and its acceptance and on submission of required documents.

ii) The payments towards CAMC will be released on quarterly basis.

**10. Ministry of Finance, Department of Expenditure, Public Procurement Division, Orders (Public Procurement 1,2 and 3) F. No. 6/18/2019-PPD dated 23<sup>rd</sup>/ 24<sup>th</sup> July 2020 (or any further amendments thereof) regarding eligibility of bidders from specified countries shall be applicable to this tender. Bidders are required submit the appropriate undertaking in this regard. Salient features of this are:**

a) Any bidder from a country which shares a land border with India (excluding countries as listed in the website of Ministry of External Affairs, to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects) will be eligible to bid in this tender only if the bidder is registered with the Registration Committee constituted by the Department for promotion of Industry and Internal Trade (DPIIT). The bidders shall enclose following certificate in this regard.

"We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; and solemnly certify that we are not from such a country or, if from such a country, we are registered with the Competent Authority (copy enclosed). We hereby certify that we fulfill all requirements in this regard and are eligible to be considered."

b) In tenders for Turnkey contracts including works contracts, the successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is similarly registered with the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT). In such cases the bidders shall enclose following certificate:

"We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries,; and solemnly certify that we are not from such a country or, if from such a country, we are registered with Competent Authority (copy enclosed) and we will not subcontract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. We hereby certify that we fulfill all requirements in this regards and are eligible to be considered."

c) "Bidder" including the terms 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated here in before, including any agency branch or office controlled by such person, participating in a procurement process.

d) "Bidder from a country which shares a land border with India" for the purpose of this Order means:- a) An entity incorporated, established or registered in such a country; or

- i) A subsidiary of an entity incorporated, established or registered in such a country; or
- ii) An entity substantially controlled through entities incorporated, established or registered in such a country; or
- iii) An entity whose beneficial owner is situated in such a country; or
- iv) An Indian (or other) agent of such an entity; or
- v) A natural person who is a citizen of such a country; or
- vi) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

e) The beneficial owner for the purpose of (III) above will be as under:

i) In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more judicial person, has a controlling ownership interest or who exercise control through other means.

ii) Explanation:

(1) "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company.

(2) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen per cent of Capital or profits of the partnership.

(3) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

(4) Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official.

(5) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership

(vi) An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

**11. Bidder must submit check list of below mentioned documents as per Buyer Added Bid Specific ATC:-**

Sr. No	Description	Submitted / Not Submitted
1.	EMD	
2.	Experience and Past Performance; clause 1.	
3.	MSE Certificate / Start Up Certificate if claiming for exemption against Experience Criteria.	
4.	Documentary evidence towards Capability; clause 2.	
5.	Financial Standing as per clause 3.	

6.	Submit the under taking on letter; clause 4.	
7.	Local content details; clause 5.1	
8.	Power of Attorney/ Authorization; clause No. 5.2.	
9.	Manufacturer's Authorisation Letter (if applicable; clause 5.3	
10.	PAN and Goods & Service Tax Registration (GST); clause 5.6.	
11.	Acceptance of Delivery Schedule; clause No. 6	
12.	Undertaking for Land border sharing criteria; clause 10.	

12. **The firm has to provide the Price Break Up only in the financial bid for following items :** (The firm has to fill the excel sheet attached in the GeM contract in **price bid only**)

**Table -A**

Sr. No .	Item Description	Basic rate	GST @..% ..%	unit price	Quantity	Total price
01	AHU: CFM:18,000 (Minimum) Fan Static Pressure: ESP 20M M  Capacity: 44 TR capacity (Minimum), Coil Row: 4/6, Circuit: 2 Nos				05 Nos.	
02	VRF Outdoor Unit: 22 TR capacity (Minimum)				10 Nos.	
03	Pair of copper piping between AHU & ODU: 34.9mm & 19.1mm				320 M	
04	Pair of copper piping between AHU & ODU: 28.6mm & 15.9mm				200 M	
05	Pair of copper piping between AHU & ODU: 28.6mm & 12.7mm				220 M	
06	Pair of copper piping between AHU & ODU: 41.3mm & 22.2mm				200 M	
07	Drain Piping 32 mm				150 M	
08	Drain Piping 40 mm				200 M	
09	Control &Trans.Wiring: 2 c x 0.75 Sq.mm				500 M	
10	Control &Trans.Wiring: 4 c x 1.5 Sq.mm				800 M	



11	XLPE Insulated FRLS heavy duty power cables 4 core x 16 Sq.mm copper armoured cable				300 M	
12	XLPE Insulated FRLS heavy duty power cables 4 core x 10 Sq.mm copper armoured cable				150 M	
13	XLPE Insulated FRLS heavy duty power cables 4 core x 6 Sq.mm copper armoured cable				100 M	
14	XLPE Insulated FRLS heavy duty power cables Surface PVC conduit MMS with accessories: 25 mm				300 M	
15	Ducting: 18 Gauge				300 M <sup>2</sup>	
16	Ducting: 20 Gauge				400 M <sup>2</sup>	
17	Ducting: 22 Gauge				200 M <sup>2</sup>	
18	Ducting: 24 Gauge				2000 M <sup>2</sup>	
19	Thermal Insulation				2500 M <sup>2</sup>	
20	Acoustic Insulation				300 M <sup>2</sup>	
21	VCD				20 M <sup>2</sup>	
22	Motorized damper				5 M <sup>2</sup>	
23	Actuator with control panel				3 Nos.	
24	Canvass Connection				3 Nos.	
25	Installation of VRF units (Condenser)				1 No. (10 count)	
26	Aluminium Diffuser with Damper				30 M <sup>2</sup>	
27	Thermostatic Expansion valve				10 Nos.	
28	Hand Shut off valve				10 Nos.	
29	Refrigerant Gas				200 Kg	
30	Cable Tray: 300 x 50 x 2 mm Thick				120 M	
31	Cable Tray: 200 x 50 x 2 mm Thick				150 M	
32	Cable Tray: 50 x 50 x 2 mm Thick				200 M	

33	Electrical panel for 3 Nos. AH U				1 No.	
34	Electrical panel for 2 Nos. AH U				1 No.	
35	Miscellaneous civil work as per require				1 No.	
36	MS structure work				10000 Kg	
37	Removal of old ducting				1 No.	
	<b>Total</b>					

**Table B) 4 Year CAMC charges :**

CAMC will start from the date of completion of warranty period:

Sr. No.	Item Description	Basic rate	GST @ ..%	unit price	Quantity	Total price
01	1 <sup>st</sup> Year CAMC				01 AU (04 CAMC)	
02	2 <sup>nd</sup> Year CAMC				01 AU (04 CAMC)	
03	3 <sup>rd</sup> Year CAMC				01 AU (04 CAMC)	
04	4 <sup>th</sup> Year CAMC				01 AU (04 CAMC)	

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

## 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.

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 document shall overwrite all previous versions of Bid Specific Additional Terms and Conditions.

[This Bid is also governed by the General Terms and Conditions](#)