

Bid Corrigendum

GEM/2023/B/4208767-C3

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. **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.
3. 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.
4. 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 %.
5. 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.
6. 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.
7. IT equipment shall be IPv6 ready from day one.
8. **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.
9. **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.
10. **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
11. The successful bidder has to supply all essential accessories required for the successful installation and commissioning of the goods supplied. Besides standard accessories as per normal industry practice, following accessories must be part of supply and cost should be included in bid price:
cost of Desktop PC including monitor and accessories like keyboard, mouse, cables etc.
12. 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.
13. 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.
14. Scope of supply (Bid price to include all cost components) : Supply Installation Testing and Commissioning of Goods
15. 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.
16. 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 manufacture 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% 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 percentage of 25% of total value.
17. Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.
18. Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.
19. Availability of Service Centres: Bidder/OEM must have a Functional Service Centre in the State of each Consignee's Location in case of carry-in warranty. (Not applicable in case of goods having on-site warranty). If service center is not already there at the time of bidding, successful bidder / OEM shall have to establish one within 30 days of award of contract. Payment shall be released only after submission of documentary evidence of having Functional Service Centre.
20. 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.
21. 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.
22. Over and above the normal Warranty terms as per GeM GTC, the successful bidder / OEM shall have to provide Comprehensive Warranty during the entire Standard warranty period as per contract. : The comprehensive warranty shall be covering the following scope
Desktop PC including Monitor, Keyboard, Mouse and all other accessories
(Upload an undertaking with the bid confirming compliance by the bidder if Bidder is taking onus of this compliance. In case OEM is taking onus of this compliance, OEM undertaking is to be uploaded along with Bidder undertaking)

23. 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.
24. 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 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 reimburse the cost of such service / rectification to the Buyer.

25. Buyer Added text based ATC clauses

1. The bidder must satisfy the following eligibility criteria of bid document and should submit the required proof for the same:

- a) The Bidder must be an **Indian Company registered under company Act** in India and should be in existence in India for the last 3 years as on 31/03/2023. *(Copy of Certificate of Incorporation issued by Registrar of Companies to be submitted)*
- b) The net worth of bidder firm should not be negative on 31/03/2023 and also should not have eroded by more than 30% (thirty percent) in the last three years, ending on 31/03/2023. *(copy of audited financial statements/certificate from CA with Networth details of three financial years need to be submitted).*
- c) The average annual turnover should be Rs.3.00 crore or above in last three financial years (2020-21, 2021-22 & 2022-23). *(copy of audited financial statements/certificate from CA with Turnover details of three financial years need to be submitted).*
- d) The bidder should submit proof of satisfactory supply of atleast **100 nos. of PCs in single financial year** in any of the last three financial years (2020-21, 2021-22 & 2022-23) to Banks / Financial Institutions / Government Organizations in India. *(copy of the purchase order along with proof of supply from the organizations to be submitted).*
- e) The Bidder should not have been debarred/ blacklisted by the Govt. Departments/ Regulatory Agencies / PSU /Banks at the time of submission of bid. Bidder should also not have been insolvent / bankrupt at the time of bid submission. *(Self-Declaration as per the format given in Annexure-II should be attached)*
- f) The Bidder (including its OEM, if any) should either be Class-I or Class-II local supplier for the proposed PC as defined under Make-In-India Policy. *(Certificate of Local Content as per Make in India Guidelines from OEM need to be submitted as per Annexure-IX).*
- g) Either the Bidder on behalf of Principal/OEM or Principal/OEM itself is allowed to Bid, however both cannot Bid simultaneously. Bidder must submit Manufacturer's Authorization Form (MAF) including the GeM Bid Reference Number & Warranty Details from its OEM.
- h) The Bidder (including its OEM, if any) must comply with the requirements contained in O.M. No.F.No. 6/18/2019-PPD, dated 23/07/2020 order (Public Procurement No. 1), Order (Public Procurement No. 2) dated 23/07/2020 and order (Public Procurement No. 3) dated 24/07/2020. *(Bidder should submit declaration as per Annexure-VII in this regard and provide copy of registration certificate issued by competent authority wherever applicable).*

Note: If 2022-23 Financial Statements of any bidder is unaudited then Bank would consider the CA Certificate for the provisional financial statements for FY 2022-23 along with an undertaking letter from the bidder that the 2022-23 Statements are not audited.

2. Delivery & Installation Timeline

The successful bidder has to deliver the ordered PCs within 5 weeks of the issuance of the order/delivery instruction and Installation of the PCs must be completed within 2 weeks from the date of delivery of the PC. In case of delay in delivery and/or installation, liquidated damages will be deducted as per the GEM's general terms and condition. However no penalty will be deducted by Bank, if delivery & installation of the PCs are completed within the timeline.

within 07 weeks from the issuance of the order/delivery instruction.

3. Payment Terms:

On Delivery: Ninety (90) % of the price of the PCs delivered at the respective location will be paid upon submission of invoice and proof of delivery and other relevant documents.

On Installation: Ten (10)% of the price of the PCs will be paid on submission of Installation Certificate duly countersigned by the Bank's Representative.

TDS, GST TDS and Penalty will be deducted from the payment, if applicable.

3. Insurance

The goods supplied under the Contract shall be fully insured against loss or damage incidental to transportation, storage and erection. The transit insurance shall be for an amount equal to 110 percent of the invoice value of the Goods from "Warehouse to final destination" on "All Risks" basis including War Risks and Strikes. In case the successful bidder is covering the goods under a Master Policy, bidder has to submit a declaration along with copy of master insurance stating that all the items are covered under the said master policy. If insurance policies for transit insurance &/or storage & erection is not provided, then 0.1% of the invoice value will be deducted from the payment for each insurance policy not submitted by bidder.

4. Apart from the documents asked with respect to eligibility criteria above, Bidder must submit following documents as per formats specified:

- **Bid Form (Annexure-I),**
- **Bid security (Annexure-III)**

5. Successful bidder has to sign contract (Annexure-IV) & non-disclosure agreement (Annexure-VI) as per the format enclosed under buyer uploaded ATC document and submit the Performance Security in the form of Bank Guarantee (Annexure-V) as per the format enclosed under buyer uploaded ATC document.

In response to the queries received for the tender, please find below the clarification for the same.

S · N o	GeM Bid/ATC Clause	Query Raised/Change Request	Clarification from Bank
1	<p>Page No. 11, Point No. 7 - MANDATORY / STATUTORY REQUIREMENTS AS APPLICABLE (Sl. No. ii).</p> <p>OEMs shall have to ensure the mandatory/statutory requirements such as BIS-CRS, ISI Mark, Eco Mark, etc., as per the Government of India Notification issued from time to time for hardware components including monitor, keyboard, mouse, etc., as applicable.</p>	<p>WE, AS A RESPONSIBLE BIDDER, KINDLY REQUEST AN EXEMPTION FROM THE MANDATORY REQUIREMENT OF BIS CERTIFICATIONS TO PARTICIPATE IN GOVERNMENT E-MARKETPLACE BIDDING. WHILE WE UNDERSTAND THE IMPORTANCE OF THESE CERTIFICATIONS, THEY MAY NOT BE DIRECTLY APPLICABLE TO EVERY PROCUREMENT, GRANTING THIS EXEMPTION WOULD ENABLE US TO CONTINUE CONTRIBUTING TO GOVERNMENT PROJECTS EFFICIENTLY WHILE MAINTAINING COMPETITIVENESS. WE ASSURE YOU OF OUR COMMITMENT TO QUALITY AND COMPLIANCE WITH RELEVANT STANDARDS. YOUR CONSIDERATION IN THIS MATTER WOULD BE GREATLY APPRECIATED.</p>	<p>No change in RFP clause</p> <p>The clause are auto defined by GeM in Bid document, under special terms & conditions for Desktop Computer.</p>

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2		As per 330/31/C/64/2018-ES-I Also as per Rule 144(i) (b) of GFR 2017, (i) Procuring agency shall not indicate a requirement for a particular trade mark, (ii) Trade name, or a brand Please ensure compliance of the above guidelines strictly at the level of the Ministry/Department, as also by all attached/subordinate offices and PSUs! Autonomous bodies under the administrative control of your Ministry/Department. Any violation in this regard shall be viewed seriously.	Bank has not mentioned any particular Trade Mark/Brand in the Bid document. Bidder can quote any product complying the technical specification and terms & conditions specified in Bid document.
3	<p>Page No. 5-6, Additional Specification Parameters</p> <p>Certificates and others-</p> <p>(1) Proposed product should be Microsoft Windows 11 certified (Certificate issued by Microsoft to be submitted). (2) Hardware should be 64-bit. (3) Detailed Hardware Compatibility Test Report of PC issued by Microsoft to be submitted. (4) TCO'08 or equivalent Indian certification for the monitor to be submitted. (5) Certificate from the OEM regarding the chipset compatibility to be submitted. (6) ROHS Compliance and BEE / Energy Star Certificate for the quoted Model to be submitted.</p>	WE, AS A RESPONSIBLE BIDDER, KINDLY REQUEST AN EXEMPTION FROM THE MANDATORY REQUIREMENT OF BEE ENERGY STAR, TESTING, AND OPERATING SYSTEM CERTIFICATES TO PARTICIPATE IN GOVERNMENT E-MARKETPLACE BIDDING. WHILE WE UNDERSTAND THE IMPORTANCE OF THESE CERTIFICATIONS, THEY MAY NOT BE DIRECTLY APPLICABLE TO EVERY PROCUREMENT AS IT IS NOT MANDATORY, GRANTING THIS EXEMPTION WOULD ENABLE US TO CONTINUE CONTRIBUTING TO GOVERNMENT PROJECTS EFFICIENTLY WHILE MAINTAINING COMPETITIVENESS. WE ASSURE YOU OF OUR COMMITMENT TO QUALITY AND COMPLIANCE WITH RELEVANT STANDARDS. YOUR CONSIDERATION IN THIS MATTER WOULD BE GREATLY APPRECIATED.	No change in RFP clause
4		As per OM P-45014/33/2021-BE-II (E-64737), discriminatory trade practices encompass restrictive eligibility based on foreign standards like TCO compliance or Western certifications. Additionally, favouring pre-approved foreign brands over local manufacturers in projects and preferring foreign brands per bid document scope is deemed arbitrary and inequitable. Such actions contravene fair competition principles outlined in the Competition Act and the referenced Office Memorandum.	The Bid document does not contain any restrictive eligibility criteria. Further with respect to TCO certificate, it is to inform that it is not mandatory Bidder can also provide any Indian certifications for the proposed PC/Monitor like BIS certificate.
5	<p>Page No. 12, Point No. 8 Generic</p> <p>Malicious Code Certificate:</p> <p>The seller should upload following certificate in the bid:-</p> <p>(a) This is to certify that the Hardware and the Software being offered, as part of the c</p>	We Dugong International Pvt Ltd declare that the malicious code certification for our software products is accurate and in compliance with all applicable industry standards and regulations. Our development process adheres strictly to secure coding practices, employing robust testing methodologies to ensure the absence of any malicious code, vulnerabilities, or backdoors within our software. We have implemented comprehensive security measures and conduct regular code audits to maintain the integrity and safety of our products. This certification attests that	<p>No change in RFP clause</p> <p>The required undertaking need to be submitted in the technical bid of the Bidder in GeM portal on the letter head of the Bidder with GeM Bid reference no. mentioned in it.</p>

	<p>contract, does not contain Embedded Malicious code that would activate procedures to:-</p> <p>(i) Inhibit the desires and designed function of the equipment.</p> <p>(ii) Cause physical damage to the user or equipment during the exploitation.</p> <p>(iii) Tap information resident or transient in the equipment/network.</p> <p>(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.</p>	<p>Dugong International Pvt Ltd is committed to delivering secure and trustworthy software solutions to our clients, upholding the highest standards of ethical conduct in the software development industry</p>	
6.		<p>As per Rule 144(iii) of GFR 2017, (i) the technical specifications shall, to the extent practicable, be based on the national technical regulations or recognized national standards. (ii) A motherboard's logo and other internal components are not inherently mandatory for its functionality. The logo, often bearing the branding of the manufacturer or OEM (Original Equipment Manufacturer), (iii) serves primarily as an aesthetic and branding element. It holds no direct bearing on the core operations or performance of the motherboard. Similarly, other internal components, while essential for the motherboard's overall functionality, do not rely on specific logos or visual markings to operate efficiently. Therefore, the absence or alteration of these visual elements, while potentially impacting the product's marketability and brand recognition, does not impede the motherboard's primary functionality or the performance of its integrated parts.</p>	<p>The technical specification asked is as per Bank's requirement and is generic in nature. The same is not restrictive and is available with various local suppliers in India.</p> <p>Further Bank has not asked for the requirement related to logo of OEM on motherboard.</p>
7.		<p>We bring services directly to your doorstep, eliminating the need for you to travel or wait in long queues. Whether it's repairs, deliveries, or consultations, we're just a call away. Our team consists of skilled and background-checked professionals, ensuring you receive top-notch service every time. No hidden costs or surprise fees. Our pricing is transparent, providing you with a fair and affordable service every time. We understand that everyone has different schedules. That's why we offer flexible</p>	<p>The service centres details are asked in order to get timely support from the prospective vendor, in order to ensure smooth operation of the system Bidder can provide their as well as OEM service centres details for the location. Further if service center is not already there at the time of bidding, successful bidder / OEM shall have to establish one within 30 days of award of contract. Payment shall be released only after submission of documents</p>

		<p>xible appointment slots to accommodate your convenience. Our dedicated customer support team is available round the clock to address any queries or concerns you may have. There should be no condition for service center in any specific location. Please investigate and address alleged biases in the procurement process in a timely and fair manner. Our goal is to ensure that public money is spent wisely and effectively.</p>	<p>ntary evidence of having Functional Service Centre.</p> <p>The clause mentioned related to service centre in the Bid document is as per the clause of GeM's additional terms & condition.</p>
8		<p>As Per D.O.NO.330/31/C/64/2018-E S-I Also as per OM P-45014/33/2021-BE-II (E-64737). Any such restrictive and discriminatory eligibility criteria regarding turnover, specifications/testing/other standards in tender documents that exclude local manufacturers/service providers. Please ensure compliance of the above guidelines strictly at the level of the Ministry/Department, as also by all attached/subordinate offices and PSUs! Autonomous bodies under the administrative control of your Ministry/Department. Any violation in this regard shall be viewed seriously.</p>	<p>The technical specification/eligibility criteria asked is as per Bank's requirement and is generic in nature. The same is not restrictive and is available with various local suppliers in India.</p>
9	<p>Page No. 4, Technical Specifications</p> <p>Processor Generation – 11.0 or higher</p>	<p>Change request</p> <p>Intel 12th Gen. or higher/AMD Processor which support DDR-5 RAM</p> <p>Comments</p> <p>Bid is asked for Processor 11th Gen. or higher however 12th or higher and latest generation 13th from Intel launched and many Desktops OEM Supply at least 12th Gen Processor.</p> <p>We hereby requesting to consider Intel 12th or higher which support DDR-5 as per Intel Site and accordingly AMD Processor which support DDR-5 RAM for future Expansion keeping 5-year warranty and use of Desktop.</p> <p>Currently DDR-4 RAM is in use for Desktop PC.</p>	<p>No change in RFP clause</p>
10	<p>Page No. 15-16, Buyer Added Bid Specific ATC, Point No. 2</p> <p>Delivery & Installation Timeline -</p> <p>The successful bidder has to deliver the ordered PCs within 5 weeks of the issuance of</p>	<p>Change request</p> <p>Delivery Period: 6-8 Week Installation Period: 2 week Post Delivery.</p> <p>Comments</p>	<p>No change in RFP clause</p>

	<p>the order/delivery in struction and Installation of the PCs must be completed within 2 weeks from the date of delivery of the PC. In case of delay in delivery and/or installation, liquidated damages will be deducted as per the GEM's general terms & condition. However no penalty will be deducted by Bank, if delivery & installation of the PCs are completed within 07 weeks from the issuance of the order/delivery instruction.</p>	<p>We need delivery and installation Period 8- 10 week considering PAN India Delivery and further Installation at Branch Level</p>	
111.	<p>Page No. 15-16, Buyer Added Bid Specific ATC, Point No. 3</p> <p>Payment Terms-</p> <p>On Delivery: Ninety (90) % of the price of the PCs delivered at the respective location will be paid upon submission of invoice and proof of delivery and other relevant documents.</p> <p>On Installation: Ten (10)% of the price of the PCs will be paid on submission of Installation Certificate duly countersigned by the Bank's Representative.</p> <p>TDS, GST TDS and Penalty will be deducted from the payment, if applicable.</p>	<p>Query raised</p> <p>Clarity on Payment Centrally or from Zonal Office/ Branch Office where Desktop will be installed.</p>	<p>Payment as per the payment terms will be released centrally from Head Office on submission of all required documents.</p>
112.	<p>Additional Scope of Works</p> <p>Any other equipment, devices, software required to operationalize the equipment is to be provided without any financial implications.</p>	<p>Query raised</p> <p>Need clarity to understand this scope.</p> <p>Comments</p> <p>As per Bid Specification in terms of Technical Hardware and Software can only be delivered or as per PO, however the clause is open ended, anything which is beyond PO and GEM Bid will be chargeable.</p> <p>Hence, we request to either remove the clause or give us clarity if any specific requirement so that we can understand if any specific requirement apart from Desktops Specification.</p>	<p>Bidder need to provide the OS, cables, adaptor etc. required to run the system.</p>

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

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