

## Bid Document

Bid Details	
<b>Bid End Date/Time</b>	30-06-2022 15:00:00
<b>Bid Opening Date/Time</b>	30-06-2022 15:30:00
<b>Bid Offer Validity (From End Date)</b>	80 (Days)
<b>Ministry/State Name</b>	Ministry Of Defence
<b>Department Name</b>	Department Of Defence Production
<b>Organisation Name</b>	Yantra India Limited
<b>Office Name</b>	*****
<b>Total Quantity</b>	2111
<b>Item Category</b>	MAGAZINE TO DRG. NO. QX-1539, QX-189 GE (Q3)
<b>MSE Exemption for Years Of Experience and Turnover</b>	Yes
<b>Startup Exemption for Years of Experience and Turnover</b>	No
<b>Document required from seller</b>	Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (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
<b>Bid to RA enabled</b>	No
<b>Time allowed for Technical Clarifications during technical evaluation</b>	5 Days
<b>Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)</b>	Yes
<b>Inspection to be carried out by Buyers own empanelled agency</b>	Yes
<b>Type Of Inspection</b>	Stage-wise Inspection
<b>Name of the Empanelled Inspection Agency/ Authority</b>	Board of Officers
<b>Quality Assurance Plan document</b>	<a href="#">1654765953.pdf</a>
<b>Evaluation Method</b>	Total value wise evaluation

### EMD Detail

Advisory Bank	State Bank of India
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EMD Percentage(%)	3.24
EMD Amount	20929

#### ePBG Detail

Required	No
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(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.

(b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

#### Beneficiary:

YANTRA INDIA LIMITED OFAJ NAGPUR

Ordnance Factory Ambajhari Nagpur Maharashtra, Department of Defence Production, Yantra India Limited, Ministry of Defence Account No : 40429114389 IFSC CODE : SBIN0010314 BANK NAME : STATE BANK OF INDIA (Yantra India Limited Ordnance Factory Ambajhari,)

#### Splitting

Bid splitting not applied.

#### MII Purchase Preference

MII Purchase Preference	Yes
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#### MSE Purchase Preference

MSE Purchase Preference	Yes
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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". If the bidder is OEM of the offered products, it would also be exempted from the "OEM Average Turnover" criteria. 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. 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 .In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.

3. 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.

#### **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 pre-dispatch/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.

#### **MAGAZINE TO DRG. NO. QX-1539, QX-189 GE ( 2111 pieces )**

**(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)**

Brand Type	Unbranded
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## Technical Specifications

Buyer Specification Document	<a href="#">Download</a>
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## Additional Specification Documents

DrawingDocument1	<a href="#">View</a>
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## Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	*****	*****NAGPUR	2111	120

## Buyer Added Bid Specific Terms and Conditions

### 1. Generic

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

### 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

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.

**4. 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.

**5. Scope of Supply**

Scope of supply (Bid price to include all cost components) : Only supply of Goods

**6. Certificates**

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

**7. Certificates**

Material Test Certificate Should Be Sent Along with The Supply. The Material Will Be Checked by Buyer's Lab & the Results of the Lab will be the Sole Criteria for Acceptance of the Item.

**8. Warranty**

Warranty period of the supplied products shall be 1 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.

**9. Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

Following important terms & conditions will be incorporated in respective tender enquiries:

Sr.	Term	Condition
1	Type of TE	<b>SD/OTE</b> in Two Bid System
2	Option Clause	Not Applicable
3	a) Delivery Terms	FOR - OFAJ
	b) Delivery Schedule	100% of the SO quantity to be supplied within <b>Three (03) Months</b> from the date of placement of the Supply Order.

4	Eligibility	<p>Firm Needs to comply all criteria mentioned in SL. No. 06, 07,08 &amp;09 by submitting the relevant documents required as per the conditions. Offer with Noncompliance and without documentary evidence will be summarily disqualified.</p> <p>Firm have to submit Vendor registration form through website <a href="http://ddpdoo.gov.in/vendor">http://ddpdoo.gov.in/vendor</a> for the tendered item and the required fee as per firm criteria mentioned in the site. The proof of fee paid and the copy of filled VRRF form is to submit in the bid for scrutiny.</p>
5	Inspection Authority	<p>Representative of GM/OFAJ.</p> <p>GM reserves the right to change the inspection agency to suit the convenience of the factory and in the interest of the state.</p>
6	PRE-QUALIFICATION CRITERIA	<p><b>A. Manufacturer/OEM: Essential Facilities:</b></p> <ul style="list-style-type: none"> <li>i. CNC Turning Machine</li> <li>ii. CNC Milling Machine</li> <li>iii. Drilling Machine</li> </ul> <p><b>B. Desirable Facilities:</b></p> <ul style="list-style-type: none"> <li>i. Deburring Facility</li> <li>ii. Firm will arrange the required desirable facilities from reputed source, if the same is not available with firm. The firm will has to be enclose (self declaration) for such desirable facilities along with Tie-up Agreement.</li> <li>iii. Firm has to submit the list of available (Plant &amp; Machinery and inspection facilities</li> </ul> <p><b>C. Other Standard terms and conditions will be as under:</b></p> <ul style="list-style-type: none"> <li>i. Firm has to arrange the inspection facilities and requisite test certificates from Govt. Approved/NABL Lab. Firm must confirm the same in technical bid.</li> <li>ii. The firm has to arrange for suitable packing of the store to protect the store damage during storage &amp; transit deterioration, if firm gets the order. Firm must confirm the same in their technical bid.</li> </ul>

7	<p>Inspection ( As per Quality Monitoring Instructions)</p>	<ol style="list-style-type: none"> <li>1. Firm has to take raw material clearance and Firm has to submit raw material sample for testing at OFAJ along with pre-inspection test report from NABL accredited / PSU/ Govt. approved lab for the properties specified in nomenclature, drawing and specifications before starting bulk production.</li> <li>2. Test reports to give reference of OFAJ supply order.</li> <li>3. Firm has to submit proof of raw material purchase and indicate its sufficiency for number of Components to be manufactured from purchased raw material.</li> <li>4. After raw material clearance, Firm has to submit advance sample for clearance before starting bulk production. (Advance sample required from first time supply)</li> <li>5. Components to be manufactured as per the drawing specified in the nomenclature and Firm shall submit inspection report/dimensional report along with supply.</li> <li>6. If surface treatment is mentioned in drawing, the firm has to submit relevant test report.</li> <li>7. Firm to take all necessary precautions for proper packaging and surface protection to avoid corrosion, damage during handling, transporting and storage.</li> <li>8. Component will be subjected to surveillance quality check and performance trial at OFAJ.</li> <li>9. MIS will be sentenced within one month after receipt of component at OFAJ.</li> <li>10. OFAJ team may visit the firm for Process/quality Audit.</li> </ol>
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Performance Security Deposit

(a) The Seller (successful bidder awarded contract) **shall deposit 3% of the total value of this order /contract value including taxes & duties as Performance Security Deposit** by way of Account Payee Demand Draft/Banker's Cheque/ Fixed Deposit Receipt from a Commercial Bank of India/Bank Guarantee in the prescribed format(enclosed) from a Commercial Bank of India (for Indigenous Sellers)/ Bank of International repute for which counter guarantee is given by Indian Bank (for Foreign Sellers)within specified date(normally 30 days after notification of the award of contract/ date of acceptance). Indemnity Bonds may be accepted as PSD from Central PSUs.

**(b) PSD is not necessary for contracts valuing up to Rs. 10 lakhs.**

(c) The PSD/Performance Bank Guarantee should be valid for additional period of 60 days beyond the delivery date of completion of all contractual obligation including Warranty period (if any). In the event of the Contractual delivery period being extended by the Buyer,the Seller shall be responsible to ensure that the validity of the Performance Guarantee is also simultaneously extended/re-validated so that it is valid for additional period of 60 days beyond the new delivery date of completion of all contractual obligation including warranty period (if any).

(d) In the event of non-performance of the item and if Seller fail to attend the defects within reasonable period of time, the PSD will be forfeited /the Performance Bank Guarantee will be encashed. In case any claims or any other contract obligations are outstanding, the Seller shall extend the Performance Bank Guarantee as requested by the Buyer till such time as the Seller settles all claims and completes all contract obligations. The Performance Bank Guarantee shall also be liable for encashment/forfeited if conditions regarding adherence to delivery schedule and other provisions of the contract are not fulfilled by the Seller. The Buyer decision shall be final and binding in this regard.

(e) Performance Security Deposit is initially to be given by the supplier for original supply order quantity without option clause quantity. PSD (without interest except FDR) for the original supply order quantity may be returned after 60 days of fulfillment of all contractual obligations of the original supply order quantity including warranty period (if any).Regarding Option Clause, PSD amount may be worked out based on Option Clause quantity.PSD for Option Clause quantity may be returned after 60 days of fulfillment of all contractual obligations of the Option Clause quantity including warranty period (if any).

(f) PSD will be submitted in favor of YANTRA INDIA LIMITED, ORDNANCE FACTORY AMBAJHARI,NAGPUR. The Seller should send original copy of PSD to Factory /Unit. Bank Details are as follows:

1	BENEFICIARY NAME	:	YANTRA INDIA LIMITED ORDNANCE FACTORY AMBAJHARI
2	Account No	:	40429114389
3	IFSC CODE	:	SBIN0010314
4	BANK NAME	:	STATE BANK OF INDIA
5	BANK ADDRESS	:	AMBAJHARI ORDNANCE FACTORY





13	Quantity Distribution Clause	Not Applicable
14	Quantity Tolerance	Not Applicable.
15	Tender Opening Date	Bidding will be closed within <b>21 days</b> from date of publication.
16	Ground Rent	Ground Rent is applicable as per Para given in Part-III 3.5 (b) of Standard Condition (OFBPM-2018) or as per GeM portal.
17	Public Procurement for MSEs, Order 2012	<p>As per OFB vide letter No. 112/5/MM(P&amp;C) dated 24/08/2020 has directed to extend the following benefits to Micro &amp; Small Enterprises (MSEs) firms:</p> <p>(a) Firms must submit/upload Udyog Aadhaar Memorandum Number (UAM) by Micro and Small Enterprises (MSE) on OFB e-procurement portal and MSE's. Bidders who fail to submit UAM number shall not be able to avail the benefits to MSE's, as contained in Public Procurement Policy for MSEs Order 2012, for tenders invited electronically through OFB e-Procurement. The copy of the same must be attached in bidder/firm responses.</p> <p>(b) "In tender, participating MSE's quoting price within price band of L1+15% shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation, where L1 price is from someone other than a MSE and such MSE(s) shall be allowed to supply up to 25% of the total tender value.</p> <p>(c) 5% sub target within 25% of tendered value, shall be earmarked for procurement from the MSEs owned by SC/ST Entrepreneurs. Provided that, in the event of failure of such MSEs to participate in the Tender Process or meet the Tender Requirements and the L1 price, the 5% of sub target for procurement earmarked for MSEs owned by SC/ST Entrepreneurs will be met from the other MSE's.</p> <p>(d) 3% sub target within 25% of tendered value, shall be earmarked for procurement from Micro and Small Enterprises owned by women. Provided that, in the event of failure of such MSEs to participate in the Tender Process or meet the Tender Requirements and the L1 price, the 3% sub target for procurement earmarked for MSEs owned by women shall be met from the other MSE's.</p> <p>(e) 358 items are also reserved for exclusive procurement from MSE's.</p> <p><b>OR</b> as per GeM portal</p>

18

Public Procurement (Preference to Make in India), Order 2017

Eligibility of '**Class-I local supplier**' '**Class-II local supplier**'/'**Non-local suppliers**' for different types of procurement:

- a) In procurement of all goods, services or works in respect of which the Nodal Ministry / Department has communicated that there is sufficient local capacity and local competition, only '**Class - I local supplier**', as defined under the Order, shall be eligible to bid irrespective of purchase value.
- b) In procurement of all goods, services or works, not covered by sub-para 3(a) above, and with estimated value of purchases less than Rs. 200 Crore, in accordance with Rule 161(iv) of GFR 2017, Global tender enquiry shall not be issued except with the approval of competent authority as designated by Department of Expenditure Only '**Class-I local supplier**' and '**Class-II local supplier**', as defined under the Order, shall be eligible to bid in procurements undertaken by procuring entities, except when Global tender enquiry has been issued In global tender enquiries, '**Non-local suppliers**' shall also be eligible to bid along with '**Class-I local suppliers**' and '**Class-II local suppliers**'
- c) For the purpose of this Order, works includes Engineering, Procurement and Construction (EPC) contracts and services include System integrator (SI) contracts.

'**Local content**' means the amount of value added in India, which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

'**Class - I local supplier**' means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50%.

'**Class-II local supplier**' means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20% but less than 50%.

'**Non - Local supplier**' means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than or equal to 20%.

**Notwithstanding anything procurements where the estimated value to be procured is less than Rs. 5 lakhs shall be exempt from this Order.**

**OR** as per GeM portal

19	Non-disclosure agreement (NDA):	This component drawing shall be treated as confidential by the parties including their officers/employees and shall limit access of such of its officers/employees involved in relevant work on a need to know basis. Except with the written consent of the buyer, the participating vendor(s) shall not disclose the specifications, plan, drawing, pattern or information thereof, to any third party, other than a person employed by the participating bidders involved in relevant work on need to know basis. In case it is found that a participating firm(s) or its employee(s) is engaged in unethical practices, the firm shall be barred from participating in the future contracts and/or suspended and/or banned for a period of not more than ten years as decided by competent authority. In exceptional cases and those involving national security considerations the competent authority may order a longer period of banning of business dealings with an entity, as deemed appropriate. <b>OR</b> as per GeM portal
20	Model Clause/ Certificate for tenders as per GFR 2017	As Applicable On GeM portal.
21	All other general terms and condition shall applicable as per provisions of OFBPM 2018 and Quality Monitoring Instructions to Vendors <b>AND/OR</b> as per GeM portal	

**NOTE:-** Following registered and established suppliers are not eligible for instant Tender.

- a) M/s Ashoka Manufacturing Pvt. Ltd., Kolkata
- b) M/s Hanuman Engg. Works, Pune
- c) M/s Hyderabad Precision Mfg. Co. Pvt. Ltd., Hyderabad
- d) M/s Micro Metal Crafts, Ranchi
- e) M/s Naveen Tools Manufacturing Co. Pvt. Ltd., Kolkata
- f) M/s Precision Engineering , Ranchi
- g) M/s Sandeep Metal Crafts Pvt. Ltd., Nagpur
- h) M/s Technocrats India, Nagpur
- i) M/s Tirupati Industries, Kolkata

## Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization. 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 incorporated by the Buyer such as demanding Tender Sample, incorporating any clause against the MSME policy and Preference to make in India Policy, mandating any Brand names or Foreign Certification, changing the default time period for Acceptance of material or payment timeline governed by OM of Department of Expenditure shall be null and void and would not be considered part of bid. Further any reference of conditions published on any external site or reference to external documents/clauses shall also be null and void. 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. Also, GeM does not permit collection of Tender fee / Auction fee in case of Bids / Forward Auction as the case may be. Any stipulation by the Buyer seeking payment of Tender Fee / Auction fee through ATC clauses would be treated as null and void.

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

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.

**---Thank You---**