

**बिड दस्तावेज़ / Bid Document**

| बिड विवरण/Bid Details   |  |
|---|--|
| बिड बंद होने की तारीख/समय /Bid End Date/Time  | 13-02-2026 17:00:00  |
| बिड खुलने की तारीख/समय /Bid Opening Date/Time   | 13-02-2026 17:30:00  |
| बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)   | 120 (Days)   |
| मंत्रालय/राज्य का नाम/Ministry/State Name   | Ministry Of Power  |
| विभाग का नाम/Department Name  | Na   |
| संगठन का नाम/Organisation Name  | Ntpc Limited   |
| कार्यालय का नाम/Office Name   | Ussc Cpg2 Raipur   |
| कुल मात्रा/Total Quantity   | 2  |
| वस्तु श्रेणी /Item Category   | Schedule1_100267163_10_M9245711114_CHGR, BAT: FCBC, 3PH, 4W, 415V, 220VDC, 1000A_For Jhanor , Schedule2_100267163_20_Installation, Testing/Commissioning_For_Schedule1_M9245711114_For KANTI STPS  |
| GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS   | Installation, Testing/Commissioning  |
| GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS  | Compression Testing Machine, JAR TEST APPARATUS, Fatigue Testing Machine, Permeability Testing Apparatus, Distance Vision Testing Drum (V2) - RBSK, Spring Testing Machine (V2), Point of Care Rapid Test Kits for Humans - Dengue, Malaria, Typhoid & Others, Relay Testing Educational Kit, Test Sieves as per IS 460 (Part 1 and Part 2), Penetration Testing Tool Software |
| अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification                                   | <ul style="list-style-type: none"> <li>Battery Charger, Heavy Duty</li> </ul>  |
| एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Relaxation for Years of Experience and Turnover        | No   |
| स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Relaxation for Years of Experience and Turnover | No   |

| <b>बिड विवरण/Bid Details</b>  |  |
|---|--|
| <b>विक्रेता से मांगे गए दस्तावेज़/Document required from seller</b>   | Certificate (Requested in ATC),OEM Authorization Certificate,Compliance of BoQ specification and supporting document<br>*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>क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेन् है/Do you want to show documents uploaded by bidders to all bidders participated in bid?</b> | No   |
| <b>बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension</b>  | 3  |
| <b>दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended</b>  | 7  |
| <b>ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count</b>  | 3  |
| <b>बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled</b>   | No   |
| <b>बिड का प्रकार/Type of Bid</b>  | Two Packet Bid   |
| <b>प्राथमिक उत्पाद श्रेणी/Primary product category</b>  | Schedule1_100267163_10_M9245711114_CHGR, BAT: FCBC, 3PH, 4W, 415V, 220VDC, 1000A_ For Jhanor   |
| <b>तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation</b>  | 2 Days   |
| <b>निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)</b>                                     | No   |
| <b>मूल्यांकन पद्धति/Evaluation Method</b>   | Total value wise evaluation  |
| <b>मध्यस्थता खंड/Arbitration Clause</b>   | No   |
| <b>सुलह खंड/Mediation Clause</b>  | No   |

#### ईएमडी विवरण/EMD Detail

|                   |    |
|-------------------|----|
| आवश्यकता/Required | No |
|-------------------|----|

#### ईपीबीजी विवरण /ePBG Detail

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|-------------------|----|
| आवश्यकता/Required | No |
|-------------------|----|

बोली विभाजन लागू नहीं किया गया/ Bid splitting not applied.

**एमआईआई के लिए आरक्षित / Reserved for Make In India products**

|   |     |
|---|-----|
| एमआईआई के लिए आरक्षित / Reserved for Make In India products | Yes |
|---|-----|

**एमएसई खरीद वरीयता/MSE Purchase Preference**

|  |     |
|--|-----|
| एमएसई खरीद वरीयता/MSE Purchase Preference  | Yes |
| सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% तक की सीमा में हो / Purchase Preference to MSE OEMs available upto price within L1+X% | 15  |
| सूक्ष्म और लघु उद्यम को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MSE purchase preference                          | 100 |

1. Bid reserved for Make In India products: : Procurement under this bid is reserved for purchase from Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. However, eligible micro and small enterprises will be allowed to participate. The minimum local content to qualify as a class 1 local supplier is denoted in the bid document. All bidders must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which the bid is liable to be rejected. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020 . In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.

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 100% (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.

**Schedule1\_ 100267163\_ 10\_ M9245711114\_ CHGR, BAT: FCBC, 3PH, 4W, 415V,**

**220VDC, 1000A\_ For Jhanor ( 1 pieces )****(Minimum 60% Local Content required for qualifying as Class 1 Local Supplier)****तकनीकी विशिष्टियाँ /Technical Specifications**

|   |                          |
|---|--------------------------|
| क्रेता विशिष्टि दस्तावेज़ /Buyer Specification Document | <a href="#">Download</a> |
|---|--------------------------|

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

| क्र.सं./S.N<br>o. | परेषिती/रिपोर्टिंग<br>अधिकारी /Consignee<br>Reporting/Officer | पता/Address   | मात्रा /Quantity | डिलीवरी के दिन/Delivery<br>Days |
|-------------------|---|---|------------------|---------------------------------|
| 1                 | Pravinkumar Patel   | 392215,GSTIN:<br>24AAACN0255D2Z3 NTPC<br>Stores JHANOR GANDHAR GAS<br>POWER P.O. URJANAGAR,<br>JHANOR 392215 DISTT:<br>BHARUCH" | 1                | 365                             |

**Schedule2\_ 100267163\_ 20\_ \_ Installation, Testing/Commissioning\_ For\_ Schedule1\_ M9245711114\_ For KANTI STPS ( 1 Lot )****(Minimum 60% Local Content required for qualifying as Class 1 Local Supplier)****तकनीकी विशिष्टियाँ /Technical Specifications**

|   |                          |
|---|--------------------------|
| क्रेता विशिष्टि दस्तावेज़ /Buyer Specification Document | <a href="#">Download</a> |
|---|--------------------------|

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

| क्र.सं./S.N<br>o. | परेषिती/रिपोर्टिंग<br>अधिकारी /Consignee<br>Reporting/Officer | पता/Address   | मात्रा /Quantity | डिलीवरी के दिन/Delivery<br>Days |
|-------------------|---|---|------------------|---------------------------------|
| 1                 | Pravinkumar Patel   | 392215,GSTIN:<br>24AAACN0255D2Z3 NTPC<br>Stores JHANOR GANDHAR GAS<br>POWER P.O. URJANAGAR,<br>JHANOR 392215 DISTT:<br>BHARUCH" | 1                | 365                             |

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

### 1. **Generic**

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 %.

### 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**

Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.

### 4. **Scope of Supply**

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

### 5. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

| SN | ATC (PR No. 100267163)  |
|----|---|
| 1  | <p><b>Nil Deviation Clause:</b></p> <p>The sellers who participate in current Tender are deemed to have fully accepted all Terms &amp; Conditions, Technical Specifications, Data Sheets, Drawings, Quality Plans, Buyer Added Bid Specific Terms and Conditions given in Bidding Documents, read in conjunction with Amendment(s)/ Clarification(s)/ Addenda/ Errata (if any) issued by the Buyer prior to opening of Techno-Commercial Bids, and the same are supposed to have been taken into consideration while making their Techno-Commercial Bid &amp; Price Bid.</p> <p>Further it is construed that no deviation has been taken by the seller in this regard. In case any documents/ details/ catalogues are found to have been submitted by the bidder along with its bid, which is in contravention to buyer's bidding documents inter-alia including technical specification, those will not be taken into cognizance. If any deviation is observed in the bid, the bidder shall have to withdraw such deviations; failing which bid shall be liable for rejection.</p> <p>Bidder/supplier shall have no right to contest the same in case supplied material is rejected due to deviation with respect to tender specification.</p> |

|   |   |
|---|---|
| 2 | Bidders are requested to refer detailed technical specification of the item (s). In case of any contradiction between short text of item(s) and complete technical specification of the item(s), only complete technical specification of that item should be considered for the submission of offer and same shall be considered for evaluation purpose.   |
| 3 | Bidder may quote as per "Technical Specification" and/ or technical specification sheet attached for each line item/ schedule. In case of any contradiction between Category/ BOQ Item description and "Technical Specification" of the item(s) attached in the tender, TECHNICAL SPECIFICATION OF THAT ITEM SHOULD BE CONSIDERED FOR THE SUBMISSION OF OFFER AND SAME SHALL BE CONSIDERED FOR EVALUATION PURPOSE AT OUR END. The details mentioned in the detailed Technical specification shall be considered final for the offer/ bid/ technical evaluation.   |
| 4 | <p><b>Eligibility criteria of Vendors for this case:</b></p> <p>a) Subject Tender is floated on Limited Tender (LT) basis and Vendors eligible to participate have already been shortlisted and approved by NTPC. Email has been sent to the shortlisted approved vendors for participation in the subject tender on GeM Portal. Only those bidders who have received the invitation mail from C&amp;M department: (USSC)-C&amp;M-Group-2 NTPC RAIPUR shall be eligible to participate in this tender.</p> <p>b) Any other offer from Bidder(s) who have not received email from C&amp;M department:(USSC)-C&amp;M-Group-2 NTPC RAIPUR, shall NOT be considered and Bids of such Bidder(s) shall be summarily rejected.</p> |
| 4 | <p>Payment Term: 80% supply payment will be released after material received and inspection at NTPC Jhanor store.</p> <p>10 % supply payment and 90% of service payment will be released after successful erection &amp; commissioning of the complete set of chargers. And remaining payment against supply and services will be released after completion of Guarantee period of 24 Months from date of commissioning and there should not be any pending defect. Vendors must attend to all defects at their cost by providing free spares/service without any financial implication to NTPC in these two years.</p>   |
| 5 | <p><b>Delivery Period :</b> Delivery period would be 365 days from the date of placement of GeM PO. Installation, Testing/Commissioning. (6 months for supply and 06 months for erection, Commissioning and testing)</p> <p>LD as per GEM ATC would be calculated after completion of overall delivery period.</p>  |
| 6 | <p>Warranty / Guarantee Clause: <b>Applicable</b></p> <p>Warranty/guarantee certificate to be submitted for a period of 24 months from the date of commissioning or 30 months from the date of material receipt at site whichever is earlier towards manufacturing defects &amp; bad workmanship.</p>   |
| 7 | Interchangeability Clause: Not Applicable   |
| 8 | Test / Calibration / Any Other Certificate Clause: Applicable as per attached <b>Technical specifications and SQP.pdf</b>   |

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|----|---|
| 9  | <p>PDI Clause (Inspection and Tests): <b>Applicable.</b></p> <p>PDI will be carried out at by NTPC as per approved quality plan prior to dispatch.</p> <p>Successful bidder may access the following URL for viewing approved documents online or raising online Inspection Call: <a href="https://teamup.ntpclakshya.co.in">https://teamup.ntpclakshya.co.in</a> (Browser should be Internet Explorer version 8 or higher or Google Chrome).</p> <p>We have provided help document at the above site for accessing the above system and for viewing approved documents and raising inspection call online.</p> <p>If vendor faces any issue in logging in, they may contact NTPC's ERP team at <a href="mailto:erpqm@ntpc.co.in">erpqm@ntpc.co.in</a>.</p> <p>Vendor has to submit MDCC (Material Dispatch Clearance Certificate) along with the supply for payment purposes.”</p> |
| 10 | Integrity Pact Clause: (Not Applicable)   |
| 11 | Instruction for submission of Bank Guarantees (BGs):NA  |
| 12 | <p><b>Post Bid Clarification:</b> ·</p> <p>In the event subsequent clarification(s)/query(ies) by NTPC are sought from Bidder and bidder fails to respond or responds with incorrect / inadequate or non-compliant information, the bid shall be liable to be rejected.</p> <p>During techno-commercial evaluation of the offer, reply given by bidder against the queries/clarifications asked and further accepted by NTPC shall be an integral part of the GeM Contract. Contract shall be executed in accordance with the same.</p>   |
| 13 | <b>Preference to Make in India for MII Exempted Items only:</b> (Not applicable)  |
| 14 | <ul style="list-style-type: none"> <li>· All post award communication/ grievance will be addressed to consignee at email id: <a href="mailto:storeincharge-jhanor@ntpc.co.in">"storeincharge-jhanor@ntpc.co.in"</a>.</li> <li>· In case of non-resolution of the issue, matter can be escalated along with previous correspondence(s) to email id: - <a href="mailto:vendor_grievance_cpg2@ntpc.co.in">vendor_grievance_cpg2@ntpc.co.in</a>.</li> <li>· Any communication other than post award are not to be asked through above mail IDs. NTPC will not take cognizance of any such correspondence sent to above mail IDs and shall be outrightly ignored.</li> </ul>   |
| 15 | <p><b>Conflict of Interest</b></p> <p>(A) A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of Employer's interests. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:</p> <ul style="list-style-type: none"> <li>a) they directly or indirectly control, or are controlled by or are under common control of another entity; or</li> <li>b) they have the same legal representative/agent for purposes of their bids; or</li> <li>c) they have relationship with each other, directly or through common third party(ies), that puts them in a position to have access to information about or influence on the bid of another Bidder; or</li> </ul>   |

d) Bidder and/or any of its allied entity(ies), which directly or indirectly control(s) or is(are) controlled by or is(are) under common control of another entity, has(ve) participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the tender; or

e) Bidder participates in more than one bid in this bidding process.

f) In cases of agents quoting on behalf of their principal manufacturers/service providers, one agent cannot represent two manufacturers/service providers or quote on their behalf in a particular tender enquiry. One manufacturer/service provider can also authorize only one agent. There can be only one bid from the following:

- i) The principal manufacturer/service provider directly or through one Indian agent on his behalf; and
- ii) Indian/foreign agent on behalf of only one principal.

For the purposes of this clause the term 'control' shall have the following meaning:

"Control" shall include the right to appoint majority of the directors or to control the management or policy decisions exercisable by a person or persons acting individually or in concert, directly or indirectly, including by virtue of their shareholding or management rights or shareholders' agreements or voting agreements or in any other manner.

**Note: If two or more CPSEs/State PSEs participate in a tender, they will not be deemed to fall under the 'Conflict of Interest' provisions solely because they are under common control of Government of India/State Government.**

**(B) Bidders who participate in current tender are deemed to have accepted the following as compliance to Clause "Conflict of Interest":**

**(Compliance to "Conflict of Interest" provisions)**

We confirm that we have read and understood the Clause as mentioned under Buyer Added Bid Specific ATC regarding "Conflict of Interest" and our bid is in compliance to this clause.

In case it is established that we have provided any false information in pursuance of the aforesaid Clause, while competing for this contract, then our bid shall be rejected and bid security shall be forfeited.

We also understand that in case we become successful bidder, if it is established that we have not complied with terms of aforesaid Clause as mentioned under Buyer Added Bid Specific ATC, during execution of contract, this would be considered as fraudulent practice as mentioned in para 5.1 (j) of Policy for Debarment from Business Dealings and shall be dealt accordingly. The policy document can be accessed through the following link:  
[https://ntpctender.ntpc.co.in/Heading/Policy\\_for\\_Debarment\\_from\\_Business\\_Dealings.pdf](https://ntpctender.ntpc.co.in/Heading/Policy_for_Debarment_from_Business_Dealings.pdf)

|    |   |
|----|---|
| 16 | <p>No contract shall be awarded to a bidder against whom a Debarment Order has been issued as per Employer's Policy for Debarment from Business Dealings. Policy details can be referred at the URL given below: ·</p> <p><a href="https://ntpctender.ntpc.co.in/Heading/Fraud_Prevention_Policy.pdf">https://ntpctender.ntpc.co.in/Heading/Fraud_Prevention_Policy.pdf</a> · <a href="https://ntpctender.ntpc.co.in/Heading/Policy_for_Debarment_from_Business_Dealings.pdf">https://ntpctender.ntpc.co.in/Heading/Policy_for_Debarment_from_Business_Dealings.pdf</a></p> |
| 17 | <p><b>Risk Purchase</b></p> <p>In the event of Suppliers failure to supply the material of acceptable quality in scheduled delivery period, NTPC reserves the right to procure the materials from any other source at the Suppliers risk and cost and the difference in cost shall be borne by the Supplier. Further, NTPC shall retain the right of forfeiture of CPG and or any other action as deemed fit.</p>   |
| 18 | <p><b>GST conditions:</b> Bidder should clearly declare HSN code &amp; GST rate of the quoted item. Further change in HSN will not be allowed during the execution of contract (including at the time of invoicing) saving any instruction for change in HSN code from statutory authority and change in GST rate corresponding HSN code will be as per GeM tender document (GeM GTC).</p>  |
| 19 | <p><b>Common IP Addresses:</b></p> <p>Bidders may please note that GeM is capturing and showing the IP addresses used by the Buyer and the Bidder(s) /Seller(s). The received bids having matching/common IP address with either Bidder(s)/Seller(s) or Buyer, shall be outrightly rejected &amp; shall not be considered for further evaluation.</p>   |

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**MSE benefit shall be given as per following conditions:**

1. In case procurement of Goods/Services where requirement is not splittable preference to MSEs shall be given as follows subject to matching of L1 price:

- a) First preference to SC/ST & Women MSE i.e women SC/ST MSE
- b) Second preference to SC/ST MSE only
- c) Third preference to Women MSE only
- d) Other MSE

2. In case procurement of procurement of Goods/Services where requirement is splittable, out of 25% quantity/value, 4% shall be reserved for SC/ST and 3% shall be reserved for women and balance quantity out of 25% shall be divided in all MSEs within the margin of purchase preference subject to matching of L1 price. (L1 is Non-MSME & Quoted price of MSEs are L1+15%)

- a) In case of non-availability of SC/ST-MSE vendor within L1+15% margin, 7% will go to Women-MSE and balance 18% to other MSEs.
- b) In case of non-availability of Women-MSE vendor within L1+15% margin, then 7% to SC/ST MSE and balance 18% to other MSEs.
- c) In case of non-availability of both SC/ST MSEs & Women MSEs, then all 25% quantity goes to other MSEs.

3. In case of non-splittable tender, 02 or more bidders quoted same price, preference shall be given as follows:

- a) First preference to SC/ST & Women MSE
- b) Second preference to SC/ST MSE
- c) Third preference to Women MSE
- d) Others

4.If as per bid conditions, Performance Bank Guarantee (PBG) is applicable in the case. Then in that case, Performance Bank Guarantee (PBG) shall be 2.5% of contract value in place of original 5% of contract value for all MSE-SC-ST or MSE-Women vendors on whom order is placed.

21.

**MII Certificate:** As per public procurement (Preference to make in India), order 2017- May please upload the OEM- certificate regarding the percentage of the local content and the details of locations at which the local value addition is made.

**अस्वीकरण/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.
15. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
16. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

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 shall ensure full compliance with all applicable labour laws, including the provisions, rules, schemes and guidelines under the four Labour Codes i.e. the Code on Wages, 2019; the Industrial Relations Code, 2020; the Occupational Safety, Health and Working Conditions Code, 2020; and the Code on Social Security, 2020 as and when notified and brought into force by the Government of India.**

**For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (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. and relevant State Rules) shall continue to remain applicable.**

**The Seller/ Service Providers shall, therefore, be responsible for ensuring compliance under:**

- **All notified and enforceable provisions of the new Labour Codes as mentioned hereinabove; and**
- **All operative provisions of the erstwhile Labour Laws until their complete substitution.**

**All obligations relating to wages, social security, safety, working conditions, industrial relations etc. and any other statutory requirements shall be strictly met by the Seller/ Service Provider. Any non-**

**compliance shall constitute a breach of the contract and shall entitle the Buyer to take appropriate action in accordance with the contract and applicable law.**

[यह बिड सामान्य शर्तों के अंतर्गत भी शासित है /This Bid is also governed by the General Terms and Conditions](#)

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।/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.

**---धन्यवाद/Thank You---**