

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	13-05-2026 15:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	13-05-2026 15:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	90 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Coal
विभाग का नाम/Department Name	Nlc India Limited
संगठन का नाम/Organisation Name	Nlc India Limited
कार्यालय का नाम/Office Name	Centralised Thermal Contracts Nntps Campus
वस्तु श्रेणी /Item Category	Repair and Overhauling Service - Ductable Air Conditioner; Insulation; Yes; Buyer Premises
अनुबंध अवधि /Contract Period	11 Month(s)
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
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Experience Criteria,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
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	No
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	5

बिड विवरण/Bid Details	
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	3
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	1
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	5 Days
Payment Timelines	Payments shall be made to the Seller within 30 days of issue of service delivery acceptance certificate (SDAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC)
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है / Financial Document Indicating Price Breakup Required	Yes
मध्यस्थता खंड/Arbitration Clause	Yes (Arbitration clause document) as per DoE OM No.F.1/2/2024-PPD dated 03.06.2024 Arbitration should not be routinely included in contracts
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईएमडी राशि/EMD Amount	92000

ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईपीबीजी प्रतिशत (%) /ePBG Percentage(%)	5.00
ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).	17

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित कटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने है। एमएसई कटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।/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).ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए। / EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

लाभार्थी /Beneficiary :

NLCIL

Centralised Thermal Contracts NNTPS Campus, NLC India Limited, NLC India Limited, Ministry of Coal (Nlc India Limited)

UIN Number NCTGC2415P

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

एमआईआई अनुपालन/MII Compliance

एमआईआई अनुपालन/MII Compliance	Yes
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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

ट्रेड्स भुगतान संबंधी विवरण/TReDS Payment Details

This Bid provides for Trade Receivables Discounting System (TReDS) as Preferred mode of payment. For MSME sellers, payments may be processed through a TReDS exchange in which the Buyer is registered, subject to applicable policy and regulatory guidelines. Accordingly, sellers intending to avail payment through TReDS are required to be registered with at least one TReDS exchange in which the buyer is registered.

1. 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 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 service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price. The buyers are advised to refer to the [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 the credentials of the service provider are validated on-line in GeM profile as well as validated and approved by the Buyer after evaluation of submitted documents.

2. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and

based on competitive prices received in Bid / RA process.

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

Scope of Work:[1776762757.pdf](#)

Terms and Conditions pertaining to the Bid/Contract:[1776762762.pdf](#)

Financial Break up Format:[1776762767.pdf](#)

Product Details:[1776861871.pdf](#)

Pre Bid Detail(s)

मूल्य भिन्नता खंड दस्तावेज़/Pre-Bid Date and Time	प्री-बिड स्थान/Pre-Bid Venue
02-05-2026 11:00:00	Central Contracts/Thermal, First Floor, AO Building, NNTPS Campus, NLC India Ltd., Neyveli.

Repair And Overhauling Service - Ductable Air Conditioner; Insulation; Yes; Buyer Premises (1)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Product Category	Ductable Air Conditioner
Product Brand	Insulation
Spares Required	Yes
Place of Repair/Maintenance	Buyer Premises
एडऑन /Addon(s)	
अतिरिक्त विवरण /Additional Details	
Product Details	Boiler Insulation removal and application work during overhaul in NNTPS

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	No
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अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

प्रेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of Products to be Repaired	अतिरिक्त आवश्यकता /Additional Requirement
1	K Sundara Mahalingam	607807,Neyveli New Thermal Power Station,Kolliruppu,Neyveli-607807	1	N/A

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

1. Buyer Added Bid Specific Scope Of Work(SOW)

Text Clause(s)

SCOPE OF WORK

Sl. No	Item	Detailed Scope
1	Application of Lagging up to 120 mm at all EI for ducts, pipes, etc in boilers of NNTPS	<p>a) Lugs or hooks to hold the lagging firmly are to be welded to the metallic part, wherever required.</p> <p>b) Lagging is to be made up to the required thickness as directed by the NLCI Ltd officials.</p> <p>c) Materials such as LRB Mattresses, lugs, hooks, etc. will be supplied by NLCI Ltd at free of cost inside NNTPS normally. Sometimes in lieu of LRB Mattress, Cera wool blankets, Insulation/Calcium Silicate and similar blocks may have to be used as per work requirements and as instructed.</p> <p>d) All the materials required for the work are to be transported to the work spot from storage shed by the contractor at his own cost.</p> <p>e) For welding works, only electrodes will be provided by NLCIL at free of cost at. The required welding machine in good working condition, with a qualified welder to carry out welding work in the Boiler area should be arranged by the contractor himself at his own cost.</p> <p>f) Measurements will be taken only for the finished surfaces of the actual work done after the item work is completed in all respects.</p>

2	Application of Lagging more than 120 mm at all El f or ducts, pipes, etc in boilers of NNTPS	<ul style="list-style-type: none"> a) Lugs or hooks to hold the lagging firmly are to be welded to the metallic part, wherever required. b) Lagging is to be made up to the required thickness as directed by the NLCI Ltd officials. c) Materials such as LRB Mattresses, lugs, hooks, etc. will be supplied by NLCI Ltd at free of cost inside NNTPS normally. Sometimes in lieu of LRB Mattress, Cera wool blankets, Insulation/Calcium Silicate and similar blocks may have to be used as per work requirements and as instructed. d) All the materials required for the work are to be transported to the work spot from site shed by the contractor at his own cost. e) For welding works, only electrodes will be provided by NLCI Ltd at free of cost at section stores. The required welding machine in good working condition, with a qualified welder to carry out welding work in the Boiler are a should be arranged by the contractor himself at his own cost. f) Measurements will be taken only for the finished surfaces of the actual work done after the item work is completed in all respects.
3	Fixing plain/corrugated Sheets at all elevation in boilers of NNTPS	<ul style="list-style-type: none"> a) Aluminium/GI Flats have to be fixed wherever necessary over the lagging. b) The contractor has to arrange to fix the plain/ corrugated sheets of Aluminium / GI over the flats using GI /Al. screws. Belting over the sheeting should be done if required and as directed by the NLC Officials. For Belting purposes Al./G.I. Belts readily available may be used and screwed to the vulnerable locations of the sheeting. If belts are not available they have to be fabricated to the necessary size at his own cost. c) Materials such as plain corrugated sheets of Aluminium /GI, band/lugs will be supplied by NLC at free of cost. d) The contractor has to arrange for necessary Al./GI screws of required size, including adequate number of drilling machines in workable condition with necessary drill bits at his own cost for sheeting works. e) All the Materials required for the work have to be transported to the work spot from site-shed by the contractor at his own cost. f) Measurements for plain areas will be taken for finished surfaces of sheeting. g) Measurements for Valve boxes and venturies and Bends
4	Collection, stacking and transport of insulation debris	<ul style="list-style-type: none"> a) Immediately after completion of works, the wool insulation, refractory debris /Al / G.I. Sheet / flat / binding wire debris should be collected from various levels (Heights from 105 ML to 0 ML) of the boilers, packed in sacks and properly stacked for measurement at '0'm level of the respective units in the area shown by the NLCIL officials. b) All re-usable materials have to be sorted out and transported to work shed and accounted as per the directions of NLCI Officials. c) After taking measurements, the stacked debris has to be transported to the designated areas inside NNTPS at his own cost. d) The payment will be based on stack measurement of debris and will be made only after completion of transportation of debris to the designated areas

5	Removal and Relaying of insulation and cladding up to 120 mm	All scope of work mentioned under items no 1,2,3 applicable collectively. Payment for this item will be made only after clearing the insulation debris if any from the work spot premises (For Debris clearing, payment will be made under item no:4)
6	Removal and Relaying of insulation and cladding more than 120 mm	All scope of work mentioned under items no 1,2,3 applicable collectively. Payment for this item will be made only after clearing the insulation debris if any from the work spot premises (For Debris clearing, payment will be made under item no:4)
7	Supplying and erection of scaffolding at an El up to 56 m	<ul style="list-style-type: none"> a) Work includes erection of scaffolding and working platform wherever required at all elevations in boilers of NNTPS and removal of the same after work b) The contractor should arrange to convey pipes for scaffolding purposes, wooden planks/Sheets, clamps, binding wire etc. Required for the work to the work spot at his cost. c) The contractor should arrange for erection of the same at the required locations/levels in any area/boilers of NNTPS and up to a height as directed by the NLCI Ltd officials for Insulation rectification works. d) The contractor should necessarily arrange for removal the pipes, planks, clamps, etc. after completion of the work. Payment will be made only after removal of the scaffolding. e) Scaffolding measurements will be restricted to total length of all the pipes that are used for the work, for either insulation removal, lagging or sheeting or for any other specific work purpose as directed by NLCI Ltd Officials. f) This item is relevant only for all such scaffoldings erected for the elevations mentioned in the description of the item. The number of scaffolding Pipes erected shall be, restricted to the particular work area to enable carry out rectification works. Considering the Strengthening of the scaffolding, Safety aspects and easy approach to locations, the spacing between the horizontal Pipes normally shall not be closer than 0.75 mtrs. or otherwise as specified by the NLCI Ltd Officials. The spacing of the vertical pipes is as required at site and as instructed by NLCI Ltd Officials. g) The tools required for the work are to be arranged by the contractor at his own cost. h) The Scaffolding Pipes, Clamps, Binding wire will be under contractor's scope. i) The clamps, nuts and pipes shall be cleaned regularly and oiled if necessary for better workability. Rusted pipes should not be used. Also, the scaffolding pipes including wooden planks/sheets/jallies should be removed immediately after completion of works as directed by.
8	Supplying and erection of scaffolding at an elevation more. than of 56 m	Same as mentioned under Item 7

2. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

SPECIAL CONDITIONS

Part-I

- 1.0 The work shall be carried out as per the directions of NLCIL officials. The work locations range from 0 ML to 110 ML height in the Boilers.
- 2.0 Sheeting should be done either with plain or corrugated sheets. Also Lagging should be done either with LRB Mattresses or Ceramic Blanket. Measurements will be considered only for completely finished works.
- 3.0 All the required tools and tackles such as cutter, grooving machines, wooden hammer etc are to be provided by the contractor. All necessary welding works for carrying out insulation works such as welding of hooks, end plate etc. is under contractor's scope.
- 4.0 The contractor shall engage necessary supervisor, required man power to execute the work. The priority insulation works intended during shutdown of boilers should be completed within the shutdown period without hindrance to other working agencies.
- 5.0 The insulation debris should be collected then and there from the work places after completion of works in packed condition and brought to ground level. The insulation debris has to be disposed with in an approximate lead of 3 K.M or as directed by the NLCIL officers. Vehicle/Tractor expenses required for disposing the debris are to be borne by the Contractor.
- 6.0 The manpower required to be arranged by the contractor with insurance, Gate pass, EPF & ESI for workers, all safety appliances, etc.,
- 7.0 All the contract workmen engaged by the contractor shall be provided with all personal protective equipments like helmets, shoes, gloves, nose masks, goggles, welding shield, safety belts etc. Wearing of all the above PPE by the contract workmen shall be ensured by the shift supervisor of the contractor.
- 8.0 Only insulation materials such as LRB Mattresses, Ceramic Blanket, Aluminium sheet will be issued by NLCIL free of cost. Contractor has to arrange for drawing the materials from stores to site location. Necessary Scaffolding materials such as pipes, clamps, Jallies are under contractor's scope. Also, Necessary required Screws and binding wire for all insulation works is under the scope of the contractor.
- 9.0 No Idle charges for labour /staff will be entertained.
- 10.0 All canteen facilities to workmen will be in the contractor's scope
- 11.0 The quantum of work may vary according to the site conditions and payment will be restricted according to the actual execution and NLCI Ltd is not responsible for any quantity variation.

Part-II

1.0 SUPERVISOR CHARGES - PENALTY CLAUSE

- 1.1 In case the specified site supervisor (*as per Sl.No.4.0 of Part-I Special Conditions*) is not engaged by the contractor for the days as per site requirement, then a penalty of **1.5 times of the supervisory charges** shall be deducted from the bills of the contractor on pro-rata attendance basis.
- 1.2 The attendance details of the supervisors shall be maintained with the signature of the supervisor, countersigned by the Contractor as well as the NLCIL official concerned.
- 1.3 Payment of wages to the supervisor and PF and other statutory remittance, if applicable, will be in the scope of the Contractor.

- 2.0 Tools & tackles, lifting machines & Safety appliances that are used for the work or by the workmen should possess ISI mark and valid test certificate from the competent authority.
- 3.0 The Contractor should observe all safety rules and regulations in force and ensure that all necessary safety precautions are followed up strictly for the safety of workers engaged in the work.
- 4.0 The Contractor should engage adequate man power having appropriate skills with the approval of the NLCIL officials to carryout and complete the works. Any extra time / over time engagement of the man power shall be the contractor's responsibility.

5.0 **RATE OF WAGES**

The present rates of wages payable to various categories of contract workers and Supervisor are as below:

TABLE

Category	Wages to be paid		Total wages (Rs. per day)
	Rate of wages (Rs. per day)	Dearness allowance-(D A) w.e.f 01.04.2026 (Rs. per day)	
USK	350.00	206	556
SSK / Supervisor	410.00	240	650
SK	494.00	287	781
HSK	579.00	339	918

6.0 **RATE OF WAGES / DA PAYABLE TO THE WORKMEN**

The contractor has to pay the rates of wages / DA as per Table above as announced by NLCIL and any revision of rates of wages / DA from time to time. However, in case of any revision of rates of wages / DA notified during contract period, the contractor shall pay the same along with P.F. & ESI component for the various categories of labour component.

7.0 **RATE REVISION**

(NOT APPLICABLE).

8.0 **CONTRACT WORKMEN DEATH RELIEF FUND (CWDF)**

8.1 An amount equivalent to 0.2% (zero point two percent) of gross value of every bill payable (before statutory, non statutory deductions) shall be deducted towards "Contract Workmen Death Relief Fund" (CWDF) from the contractors for the works carried out by the contractor. No provision has been made in the estimate towards the above deduction.

8.2 Based on the modified DRF scheme, monthly contributions to the death relief fund of Contract Workmen / Supervisors shall be deducted by the Contractor Employers concerned @ Rs.25/- from every contract workman / Supervisors engaged by Contractor Employer for the works in NLCIL from their salary /wages payable. In order to facilitate this, necessary deduction will be made from the bills of the Contractor employers based on Form - D (Attendance Register) & Form -B (Wage Register) Equal monthly contribution to the fund @ Rs.25/- per contract workman / Supervisors will be made by the Principal Employer NLCIL i.e. the Concerned Unit Head / Unit Accounts Centre.

9.0 **CONTRACT WORKMAN AGE**

The contractor shall not engage workmen beyond 60 years and the Contractor shall also produce the required age proof for the workmen engaged by him, while applying for entry permit for first time.

10.0 **ESI & EPF**

The Contractor Employers shall be required to undertake the responsibility of remitting the contribution/ subscription etc., of the contract workman engaged by them towards EPF, ESI etc., (as applicable) and NLCIL as the principal employer, will ensure compliance under the relevant applicable statutes by verifying the remittance made by the Contractor Employers before releasing part / final bills.

11.0 **BONUS**

The contractor shall ensure payment of minimum bonus of 8.33% of the annual wages to the contract workmen engaged by them for more than 30 days subject to the wages ceiling as provided under Payment of Bonus Act, 1965 and failure in this regard will be treated as violation of the terms of the contract.

12.0 **SAFETY**

Personal protective equipments (PPE)ie like Helmet, Safety shoe, Goggles etc by to be provided by the contractor and it is in the scope of the contractor.

13.0 **PRICE REDUCTION CLAUSE**

Time is the essence of the contract. In case the contractor fails to complete the works within the stipulated period (***as per Sl.No.16.2 of Part-II Special conditions***), then, unless such a failure is due to Force Majeure or due to Purchaser's defaults, the total contract price shall be reduced by ½% (half percent) of the total contract price per week of delay or part thereof subject to a maximum of 5% of the total contract price, by way of reduction in price for delay and not as penalty.

14.0 **GUARANTEE FOR WARRANTY**

Not Applicable

15.0 **CONTRACT PERFORMANCE GUARANTEE**

Not Applicable

16.0 **PERIOD OF CONTRACT**

16.1 11 (Eleven) Months from date of commencement of work.

Note:

Lead days of 1 day are provided to the Service Provider for necessary mobilization for offering service. Thus the service start date will commence from minimum 1 day after contract generation date.

16.2 **Period of Work:**

The work shall be completed within 30 days from date of overhauling during each MOH.

17.0 **PAYMENT TERMS**

17.1 Payment for the work done will be released progressively on completion of work and after duly submission of documents by the contractor.

17.2 The final bill will be paid only after the finalization of contract.

18.0 **GST (Goods and Service Tax)**

Contractor has to furnish the **GST Registration number** with relevant documentary evidence.

Contractor has to comply with the GST Act/ Rules.

19.0 NLCIL reserves the **right to short close / extend the contract** due to special circumstances.

3. Buyer Added Bid Specific SLA

File Attachment [Click here to view the file.](#)

अस्वीकरण/Disclaimer

The Additional Terms and Conditions (ATC) have been incorporated by the Buyer after approval of their Competent Authority. The Buyer, is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any restriction arising in the bidding process due to these ATCs and including the modification of technical specifications and / or terms and conditions governing the bid. All representations / grievances pertaining to the ATC clauses shall be raised with the buyer organization directly and not with GeM. If any of the clause(s) is/are incorporated by the Buyer regarding the following, the bid & resultant contract shall be treated as null & void. Further, GeM reserves the right, at its sole discretion, to cancel the bid forthwith, without issuance of any prior notice or intimation :-

1. Publishing Custom / BOQ bids for items for which regular GeM categories are available (unless such Custom / BOQ item is bunched with the major regular product Category Item).
2. Mandating procurement of / from specific Brand / Make / Model / Manufacturer / Dealer except in case of Single Bid / Proprietary Article Certificate (PAC) Buying.
3. Inclusion of disqualification criteria related to suspension of seller / service provider, where such suspension period has already expired.
4. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
5. Publishing bids on GeM for procurement of works.
6. Procurement of Goods by creating a Service bid on GeM & vice-versa.
7. Seeking sample with bid or approval of samples during bid evaluation process. However, trial / sample, as the case may be, shall be permitted in cases where trial / sample are allowed as per approved and published procurement policy of the Buyers' controlling Ministry / Department / State / Public Sector Enterprises Headquarters. If there is any violation of trial / sample clause with regard to approved policy of the Buyers' Ministry / Department / State / Public Sector Enterprises Headquarters, then this is to be determined and redressed by the concerned Buyer Organisation only.
8. Seeking experience from specific organization / department / institute only or from foreign / export experience.
9. Creating bid for items from incorrect categories.
10. Reference of conditions published on any external site or reference to external documents/clauses.
11. Asking for any Tender fee / Bid Participation fee, as the case may be.
12. Buyer added ATC Clauses which are in contravention of clauses defined in bid detail section, including specifications, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by the applicable GeM GTC.
13. Any ATC clause in contravention with GeM GTC Clause 4 (xiii) (h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
14. 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 catalogues 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. 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.

This Bid is governed by the General Terms and Conditions, conditions stipulated in Bid and Service Level Agreement specific to the Service, as the case may be, as provided in the Marketplace.

However, in case of Service, if any condition specified in General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement specific to said Service, then it will over-ride the conditions in the General Terms and Conditions.

This Bid is governed by the [सामान्य नियम और शर्तें/General Terms and Conditions](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in सामान्य नियम और शर्तें/General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in 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---