

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	16-02-2026 11:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	16-02-2026 11:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	180 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Himachal Pradesh
विभाग का नाम/Department Name	M.p.p. And Power Department Himachal Pradesh
संगठन का नाम/Organisation Name	N/a
कार्यालय का नाम/Office Name	Shimla
वस्तु श्रेणी /Item Category	Custom Bid for Services - Repair with hard coating of 02 no cast-steel (X3CrNiMo 13-4 grade) Pelton Runners of 65 MW capacity
समान श्रेणी/Similar Category	<ul style="list-style-type: none">Repair and Overhauling Service
अनुबंध अवधि /Contract Period	5 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	Additional Doc 1 (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 मेन् है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	1

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	7
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	3
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
बिड का प्रकार/Type of Bid	Single Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 Days
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	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईएमडी राशि/EMD Amount	1109200

ईपीबीजी विवरण /ePBG Detail

आवश्यकता/Required	No
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(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 :

DGM(Electrical)

Integrated Kashang HEP, Stage-1, HPPCL, Reckong Peo, Distt. Kinnaur (H.P.) - 172107
(Himachal Pradesh Power Corporation Ltd.)

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	No
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1. 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.

एक्सेल में अपलोड किए जाने की आवश्यकता /Excel Upload Required :

Price Breakup Excel Sheet - [1766138779.xlsx](#)

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

Introduction about the project /services being proposed for procurement using custom bid functionality:[1766138811.pdf](#)

Scope of Work:[1766138854.pdf](#)

GEM Availability Report (GAR):[1766138892.pdf](#)

Any other Documents As per Specific Requirement of Buyer -1:[1766138932.pdf](#)

Undertaking of Competent Authority is mandatory to create Custom Bid for Services. Please download standard format document and upload:[1766138946.pdf](#)

Payment Terms:[1769683638.pdf](#)

Quantifiable Specification / Standards of The Service/ BOQ:[1769683774.pdf](#)

Instruction To Bidder:[1769753546.pdf](#)

Custom Bid For Services - Repair With Hard Coating Of 02 No Cast-steel (X3CrNiMo 13-4 Grade) Pelton Runners Of 65 MW Capacity (1)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	Repair with hard coating of 02 no cast-steel (X3CrNiMo 13-4 grade) Pelton Runners of 65 MW capacity
Regulatory/ Statutory Compliance of Service	YES
Compliance of Service to SOW, STC, SLA etc	YES
एडऑन /Addon(s)	

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 दस्तावेज /Additional Specification Documents**परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity**

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	Quantity	अतिरिक्त आवश्यकता /Additional Requirement
1	Ajay Kumar Verma	172107,Office of the General Manager, IKHEP, HPPCL, Reckong-Peoo, Distt. Kinnaur (H.P.)-172107	Project / Lumpsum Based	N/A

क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें/Buyer Added Bid Specific Terms and Conditions**1. Generic**

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

2. Generic

Actual delivery (and Installation & Commissioning (if covered in scope of supply)) is to be done at following address

Kashang Power House,
Integrated Kashang HEP, Stage-1,
HPPCL, Reckong Peo,
Distt. Kinnaur,
Himachal Pradesh - 172107

3. 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.

4. Forms of EMD and PBG

Successful Bidder can submit the Performance Security in the form of Payment online through RTGS / internet banking also (besides PBG which is allowed as per GeM GTC). On-line payment shall be in Beneficiary name

HP Power Corporation Ltd.
Account No.
25720100610

IFSC Code
HPSC0000257
Bank Name
H.P. State Co-operative Bank Ltd.
Branch address
H.P. State Co-operative Bank Ltd., Reckong Peo at Kinnaur

. Successful Bidder to indicate Contract number and name of Seller entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer in place of PBG within 15 days of award of contract.

5. **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.

6. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

1. **LOCAL CONDITIONS**

- a. It is imperative for each bidder to satisfy himself completely of local conditions, area of work, approach, availability of transport, nature of the ground and its subsoil conditions at the required location(s). In addition, the bidders are expected to assess any problem relating to accommodation they may require and its availability, besides any other aspect including financial implication affecting on the execution of the work(s) covered in the tender documents. A bidder shall be deemed to have full knowledge of site (whether he inspects it or not).
- b. HPPCL shall not entertain any request for clarification from the bidders regarding such local conditions. Neither any change in the time schedule of the contract nor any financial adjustment arising thereof shall be entertained by HPPCL which would be based on the lack of clarity of such information of location condition or its effect on the cost of work to the bidder.

2. **SITE/ WORK LOCATION:**

- a. The Power House of Integrated Kashang HEP is located near Reckong Peo, Distt.-Kinnaur, (HP)-172107.
- b. It is the responsibility of the contractor to apprise himself fully about the location, local facilities available in the vicinity, sources of materials etc. No claim whatsoever and price adjustment shall be given by HPPCL at any stage for lack of information or facilities or sources of material etc. not available in close vicinity.

3. **TERMS OF PAYMENT:**

- a. No advance payment shall be made. However the payments shall be released to the firm in following manner:
 - 10%:** After the dispatch of eroded turbine runners from site to contractor's work against submission of documentary proof.
 - 20%:** After the successful completion of repair, testing & inspection of turbine runners against submission of documentary proof.
 - 50%:** After the successful hard coating & inspection of turbine runners against submission of documentary proof.
 - 20%:** After the successful delivery of all the materials at site, installation & alignment in all respect and issuance of completion certificate from the Engineer-in-Charge (EIC).
- b. The GST shall be paid extra at the time of invoicing. In case of statutory changes in taxes and duties structure or imposition of any other taxes and duties the same shall be borne by HPPCL extra at the rates prevailing at the time of execution.
- c. All statutory deductions as may be applicable shall be deducted at source.
- d. While generating the invoice for payment purposes, HPPCL GSTN No. i.e. 02AABCH8615G1ZX be mentioned appropriately.

4. **DURATION OF THE CONTRACT (CONTRACT PERIOD):**

- i) 1st Runner shall be supplied within 5.5 months (165 days) from the effective date of contract with an a

Additional grace period of 15 days for to-and-fro transportation.

- ii) 2nd Runner shall be supplied within 6.5 months (195 days) from the effective date of contract with an additional grace period of 15 days for to-and-fro transportation.

5. EFFECTIVE DATE:

The timeline for completing the full scope of work shall commence from the effective date, which will be the date of issuance of Letter of Intent (LoI) i.e. 6th December, 2025.

6. PRICE VARIATION: No Price Variation shall be given.

7. SIGNING OF CONTRACT AGREEMENT:

The contract on Non-Judicial paper worth Rs. 100/- only shall be signed with HPPCL for supply under the scope within 20 days from issuance of notification of Letter of Award (LoA). The subsequent matter will be got typed on Non-Judicial paper followed by judicial paper of appropriate court fee with Notary Attested (all charges to be borne by the contractor). Each page of the contract agreement should be duly stamped and signed by the authorized signatory of the successful bidder. The contract order along with detailed bid documents comprising all Section & Annexure including Financial/Price e-Bid Sheet and other certificate/forms/documents submitted by the contractor and any amendments/corrigendum issued/uploaded/posted by HPPCL on e-tendering web Portal shall form the part of the contract agreement.

8. WARRANTY PERIOD:

The warranty period for the work done by the contractor under the scope shall be 1550 running hours from the date of commissioning. The equipment under the scope of work is warranted against any defects due to bad material, faulty design or poor workmanship for the warranty period as mentioned. If during the warranty period any portion of the work is found defective or deficient in any manner and is repaired / rectified / replaced pursuant to the warranty provisions of the contract, the Warranty Period for such portion of the work shall notwithstanding anything to contrary contained herein, be operative for a further period of 6 months from the date of such repair / rectification / replacement but shall not in any case be operative for more than 18 months from the date of completion stated in the completion certificate.

During inspection, if any defects/cracks are found in the equipment to be repaired/manufactured within the warranty period, the contractor will have to depute his work force along with sufficient material & T & P for attending the defects/cracks in the runner immediately and rectify the same within time frame defined by EIC.

9. PERFORMANCE BANK GUARANTEE:

The contractor shall be required to submit Performance Bank Guarantee (PBG) from a Nationalized or any Scheduled Bank payable in the favour of Himachal Pradesh Power Corporation Ltd., equivalent to the 10% of the total Contract Price as per **Annexure-VI of attached format**, with validity till expiry of Warranty Period which is 12 months from the date of commissioning of repaired runner at site. In case PBG shall not be submitted by the contractor, HPPCL reserves the right to deduct security @ 10% amount of contract price from Bills/Invoices at the time of making any payment to contractor for the work done under contract agreement. The security deposit less any amount due shall be returned to contractor after 14 days of expiry of Warranty period. No interest on security amount shall be paid to the contractor at the time of release of security as stated above.

10. INSURANCE:

The Contractor shall be responsible for the insurance related to deputation of experts/engineers and all his manpower to be deployed at IKHEP site, if any, for the work under the contract shall be ensured by the Contractor.

11. TRANSIT INSURANCE:

The transit insurance of Runner from IKHEP site to Contractor works (to & fro) shall be in the scope of Contractor. In case of any damage or loss occurred in transit up to destination, it shall be the liability of the Contractor to initiate or pursue the claim with Insurance Company. He should also take immediate steps to repair the damaged material or replacement thereto. Any extension of time limit required in such contingency will be considered by the HPPCL on merits.

12. CONTRACTOR'S EMPLOYEES AT SITE:

The Contractor's representatives shall comply with all general regulations in force at the site, as well as any special conditions issued by the Owner or their authorized representative concerning local administration.

All employees of the Contractor residing on the Owner's property shall be considered fully aware of the risks and dangers associated with the activities of the Owner and the Contractor, as well as the conditions of the Owner's land and works. The Owner shall not be held liable for any injuries arising there from.

The presence of employees' wives, children, and other dependents on or around the Owner's property or works shall be entirely at their own risk.

The Contractor shall fulfil all obligations under the Indian Workmen's Compensation Act as applicable to the workers under their control.

13. RESPONSIBILITY OF CONTRACTOR:-

The contractor shall guarantee and be entirely responsible for the execution of contract in accordance with the specification, schedules and appendices. He shall further guarantee and be responsible for the quality and workmanship of all materials and completed supply, correct delivery of materials within the guaranteed completion and warranty period.

14. INSPECTION AND TESTING:

Inspection of Pelton Runner shall be carried out by the Authorized representative of purchaser (HPPCL) as per approved Quality Assurance Plan (QAP) at the works/premises of the Contractor before dispatch of material by the Contractor (in view of the schedule date of delivery, at least 15 days advance intimation from the date of material readiness to be given to Engineer-in-Charge by Contractor for deputing his representative to carry-out inspection). Necessary expenditure including travelling, boarding & lodging and local conveyance for the inspection team of HPPCL shall be provided by the Contractor.

15. Quality Assurance Plan (QAP):

The detailed QAP, Stage inspection plan including test(s) to be conducted at the works/premises shall be submitted by the Contractor within 15 days afterward the award of Contract to HPPCL for necessary approval. The new Pelton Runner shall only be dispatched after issuance of Dispatch Clearance Certificate by "the HPPCL.

16. ENGINEER-IN-CHARGE OF CONTRACT/ QUALITY ASSURANCE OFFICER/INSPECTING AUTHORITY/CONSIGNEE: Sr. Manager (O&M), Power House of Integrated Kashang HEP, Stage-1, HPPCL, Distt.-Kinnaur, (HP) or his authorized representatives.

17. TERMINATION OF THE CONTRACT:

HPPCL reserves right to increase or decrease the quantity of any item or items or terminate the contract at any stage by giving one week's notice. No claim whatsoever shall lie against the HPPCL on account of such termination of the contract or variation in the quantity.

18. GOVERNING LAW AND DISPUTE RESOLUTION MECHANISM:

In any case, if disputes and differences arising out of or in connection with the contract agreement, then it shall be resolved amicably by mutual discussion within 30 days. If the dispute cannot be resolved by mutual discussion and agreement, the parties shall take such dispute to the Indian courts. This Contract shall be governed and construed in accordance with the laws of India and the parties agree to submit to the exclusive jurisdiction of the Indian courts in Shimla, Himachal Pradesh only.

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

Text Clause(s)

Scope of Work

1. The scope of work broadly covers for Repair with hard coating of 02 no. cast-steel (X3CrNiMo 13-4 grade) Pelton Runners of 65 MW capacity in respect of Integrated Kashang HEP, Stage-1, HPPCL, Reckong Pogo, Distt. Kinnaur (H.P.) i.e. Repair of 02 No. Pelton Runners (**X3CrNiMo 13-4**) of 65 MW capacity including

ng building up of eroded buckets to its normal profile through weld deposition, grinding including stress relieving, static balancing, testing & inspection as per relevant standards, Applying SXHTM8X hard coating by HP-HVOF technology on finished surface of repaired and tested Turbine Runner including inspection & testing, To & Fro transportation from Kashang HEP to Andritz Prithla and vice-versa.

Specifications of the Runners shall be as per the originally supplied Pelton Runners under E & M Contract of Kashang HEP

Any query related to technical specifications & Drawings shall be communicated to Sr. Manager (O&M), IKHEP, Stage-1, HPPCL, Reckong Peo, Distt. Kinnaur (H.P.) – 172107, e-mail id: mgrmtcikhep@gmail.com

Further, the scope of supply (but not limited to) shall be:-

- i. HVOF/HOAF coating is to be done with thickness **300 to 350 microns**.
- ii. Coating thickness of 300 to 350 microns having tolerance within limits as per IEC.
- iii. Before dispatching the contract order, HPPCL may also be intimated for inspection and witnessing the tests to be conducted at works.

Technical specifications:

a. MAIN DATA OF EXISTING TURBINE / RUNNER

TURBINE DATA:-

Sr. N	Description	Detail
1	Type of turbine	Five Jet Vertical Axis
2	No. of Units × Capacity	3 × 65 MW
3	Original Turbine Supplier	M/s Andritz Hydro Pvt. Limited
4	Manufacturer of runner	M/s Andritz Hydro Pvt. Limited
5	Rated	818.30 mtr.
6	Type	V1RSNA
7	Rated output at rated net head of 818.30 m	66.35 MW at 0.9 pf
8	Rated discharge	9.03 Cu. m/s
9	Nominal speed	600 rpm
10	Needle Diameter	176 mm

11	Jet Diameter	148 mm
12	Needle Stroke	141 mm
13	Overload capacity	10% (continuous)
14	Needle Diameter	176 mm

RUNNER DATA:-

Description	Detail
Manufacturing Process	Micro Guss™
Outer Runner-diameter (Da)	2400.3 mm
Inner Runner-diameter (Db)	2360.3 mm
Runner tip-diameter (Dsp)	2373.0 mm
Pitch circle-diameter (D1)	1920 mm
Bucket proportions (D1/B2)	4.00
Outer bucket width (Ba)	520.3 mm
Inner bucket width (B2)	480.0 mm
Number of buckets (Z2)	21 buckets
Runner material, Disc, Buckets	X3CrNiMo 13-4 ,G 13 4 (Micro Guss™)
Runner weight (ML)	4784

b. TECHNICAL SPECIFICATION OF HARD COATING ON THE PELTON RUNNERS

High wear resistant powder having macro hardness of 1200 HV or higher and porosity less than 1% shall be coated on the inner & outer side of bucket by HP-HVOF process. HP-HVOF coating should be applied through suitable machine and particle velocity should be 650 m/sec or higher. The Contractor shall provide the specifications/technical data sheet of the coating powder at the time of inspection. Coated surface should be free from defects such as cracks and imperfections. Bond strength should be 10000 psi or more. The coating thickness of 300 to 350 micron shall be provided on runners.

COATING PROPERTIES:

- i) Surface Roughness: < Ra 6 microns.

- ii) Bond Strength: >10000 psi
- iii) Hardness: >1200 HV
- iv) Porosity: < 1%
- v) Oxides: No more than 3%

TURBINE RUNNER REPAIR, COATING & INSTALLATION:

- i) The Contractor shall record/measure the weight of eroded/damaged runner before and after repair and even after hard coating in the presence of HPPCL's representative.
- ii) The Contractor shall conduct testing of existing runner to detect the defects by suitable Non Destructive Testing (NDT) to ensure the actual location and dimension of the defects/defective portion prior to commencement of repair work at his works. The dimensional check of each bucket as per available template shall be recorded before and after repair. The runner templates available with HPPCL shall be provided to AHPL.
- iii) Shipping (where applicable), Packing and transportation to & from Kashang Power house site to Contractor's works as well as return to site after successful repair including insurance.
- iv) Receiving, Loading, unloading, handling, opening, inspecting, reporting and submitting claims in case of damage and short supply of items.
- v) Repair including building up of eroded buckets to their normal profile through weld deposition, stress relieving and static balancing of the repaired Pelton runner.
- vi) Hard coating on eroded buckets by HP-HVOF Technology. The coating shall be done on complete surface area of inner side of buckets and on the outer side, the coating is required to be provided up to 150 mm from lip of buckets.
- vii) Final check up, by NDT, Stress Relieving, Static balancing, De-Tuning Test and dimensional checks as per relevant standard prior to dispatch to site after repair, installation at site, measurements, adjustment to rectify misalignment/defects, if any.
- viii) All the Special tools & tackles available with HPPCL shall be issued to M/s AHPL free of cost during dismantling & installation of Runner, Needle Tips & Seat Rings.
- ix) Obtaining HPPCL representative's written acceptance of satisfactory performance.

8. Buyer Added Bid Specific ATC

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

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. 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.
16. 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.
17. 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.

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---