बिड संख्या/Bid Number: GEM/2026/B/7107972
दिनांक /Dated: 29-01-2026

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	09-02-2026 12:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	09-02-2026 12:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	180 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Power
विभाग का नाम/Department Name	Contracts And Materials
संगठन का नाम/Organisation Name	Damodar Valley Corporation
कार्यालय का नाम/Office Name	Damodar Valley Corporation
कुल मात्रा/Total Quantity	2
वस्तु श्रेणी /Item Category	CT/PT analyzer
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	CT Analyzer
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	CT Analyzer as per Powergrid Specifications, Biochemistry Reagent Kit for Human Samples, SPECT CT, CT Scan Machine, Water Quality Meters / Analyzers, PET- CT 16 Slice Scanning System, Fully Automatic Biochemistry Analyzer (V2), PET- CT 64 Slice Scanning System, Electrolyte Analyzer, logic analyzer
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	• CT Analyzer as per Powergrid Specifications
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
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
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	7

बिड विवरण/Bid Details	
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**	5 Days
निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/**Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)**	No
मूल्यांकन पद्धति/**Evaluation Method**	Total value wise evaluation
मध्यस्थता खंड/**Arbitration Clause**	No
सुलह खंड/**Mediation Clause**	No

ईएमडी विवरण/EMD Detail

आवश्यकता/Required	No

ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	Bank of India
ईपीबीजी प्रतिशत (%)/ePBG Percentage(%)	3.00
ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).	35

(a).ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए। / EMD & Performance securityshould be in favour of Beneficiary, wherever it is applicable.

लाभार्थी /Beneficiary :

Damodar Valley Corporation, Maithon
Damodar Valley Corporation, Contracts and Materials, Damodar Valley Corporation, Ministry of Power (Damodar Valley Corporation)

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

एमआईआई खरीद वरीयता / MII Purchase Preference

एमआईआई खरीद वरीयता / MII Purchase Preference	Yes

मेक इन इंडिया विक्रेताओं को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% तक की सीमा में है / Purchase Preference to MII sellers availabele upto price within L1+X%	20
मेक इन इंडिया खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MII purchase preference	50
सार्वजनिक खरीद (मेक-इन-इंडिया को प्राथमिकता) आदेश 2017 के अनुसार केवल क्लास 1/क्लास 2 के स्थानीय आपूर्तिकर्ताओं को ही भागीदारी की अनुमति है दिनांक 16.09.2020 (समय-समय पर संशोधित एवं लागू) / Allow participation only from Class 1/Class 2 local suppliers as per the Public procurement(Preference to Make-in-india) order 2017 date 16.09.2020(as amended and applicable time to time)	Yes, in compliance with the MII ORDER : DPIIT Order(as amended and applicable time to time)

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	25

Single Tender

Single Tender Applicable	Yes
Reason	It will not be in public interest to procure the goods through advertised tender enquiry. Sufficient reasons for the same have been recorded in writing by the competent authority.
List of Seller Organization for participation	OMICRON ENERGY SOLUTIONS PRIVATE LIMITED

1. Preference to Make In India products (For bids < 200 Crore):Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are

not eligible to participate. However, eligible micro and small enterprises will be allowed to participate .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.

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 25% (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.

CT/PT Analyzer (2 pieces)

(क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक/Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

तकनीकी विशिष्टियाँ /Technical Specifications

क्रेता विशिष्टि दस्तावेज़ /Buyer Specification Document	Download

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

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Awadhesh Kumar	828207,Office of the Controller of Stores, DVC , Maithon, Post Office- Maithon Dam, Dhanbad	2	90

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

1. **Generic**

   OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity up to 25% of the contracted quantity during the currency of the contract at the contracted rates. The delivery period of quantity shall commence from the last date of original delivery order and in cases where option clause is exercised during the extended delivery period the

additional time shall commence from the last date of extended delivery period. The additional delivery time shall be (Increased quantity ÷ Original quantity) × Original delivery period (in days), subject to minimum of 30 days. If the original delivery period is less than 30 days, the additional time equals the original delivery period. The Purchaser may extend this calculated delivery duration up to the original delivery period while exercising the option clause. Bidders must comply with these terms.

2. **Generic**

   Buyer Organization specific Integrity Pact shall have to be complied by all bidders. Bidders shall have to upload scanned copy of signed integrity pact as per Buyer organizations policy along with bid. Click here to view the file

3. **Buyer Added Bid Specific ATC**

   Buyer Added text based ATC clauses

   1.This tender is applicable for the following bidder:

   M/s. OMICRON ENERGY SOLUTIONS PVT. LTD.,

   Unit no. 966-974, 9th Floor, Vegas Office Tower, Block B, Plot No. 6, Sector 14 (North), Dwarka, Southwest Delhi, New Delhi, Pincode:110075

   2. Awardee bidder has to register with “Vendor Bill Tracking” system at DVC’s website https://www.dvc.gov.in/dvcwebsite_new1/

   3. RATE QUOTATION: Price shall be firm throughout the contract. Bidder is requested to quote rate inclusive of freight charges, GST, and testing charges (if any) etc.

   4. Bidder(s) are requested to upload scanned copy of all the duly filled documents attached in ATC .

   5. Bidder(s) shall have to abide by the ruled and provisions contained in GCC-2022 available http://www.dvc.gov.in/dvcwebsite_new1/conditions-of-contract. (Also attached under Buyer Uploaded ATC document)

   6. Bidder(s) have to upload documents as per GeM Bid document requirements. They are also required to submit documents as asked in “Buyer Uploaded ATC document” in bid document.

   7. **Consignee and Delivery**: Manager and Controller of Stores, DVC, Maithon. E-way Bill will be generated on demand by the Consignee. The consignments are to be delivered on door delivery basis to the Consignee's Store at Maithon **within 90 (Ninety) days from the date of issuance of Purchase Order**.

   8. **Payment Terms**:

   • 100% payment along-with all taxes and duties will be made by concerned Paying Authority, not exceeding 15 (fifteen) days from the date of receipt of the materials at Consignee's Stores in good condition, acceptance thereafter by QC&I Wing, DVC, Maithon subject to successful installation, commissioning, demonstration and training at CTC, DVC Maithon and acceptance of Security Deposit cum Bank Guarantee of 3% of the ordered value, in DVC approved format. No payment will be made without acceptance of SDBG by DVC.

   There is no scope for part payments for the subject tender.

   9. The bidder must submit **price reasonability certificate** (PRC) along with their offer stating the quoted rates are reasonable and same as charged to other Govt. Organizations/ PSU etc. and in support of price reasonability, the order copies of similar items received from Govt. Organizations/ PSU are required to be furnished.

   10.**Transit Insurance:** Transit Insurance from vendor's premises right up to DVC Stores will be arranged by DVC and name of the Insurance Company will be communicated to the successful bidde

r during issuance of purchase order. The successful bidder will intimate/ communicate with the ins urance company before dispatch of the materials from its works/factory.

11. **GUARANTEE & WARRANTY:** The manufacturer shall warrant that all materials/equipments/it ems etc. supplied under the Purchase Order awarded shall be new, unused and confirm to the Purc haser's requirements and Technical Specifications. **The equipment supplied shall be guarant eed for 24 months from the date of commissioning or 30 months from the date of suppl y whichever is earlier.**

Within the Guarantee/Warranty Period if any material is found to be defective due to defective mat erial / defective design / defective manufacturing process / poor raw material / bad workmanship, these shall be remedied free of cost by you. The guarantee period for such a replaced part shall b e the same as that of materials specified earlier. The bidder shall submit the manufacturer's guara ntee/warranty certificate along with the materials.

Inspection and acceptance of material, by DVC at DVC Site shall not in any way relieve the Vendor from the responsibility for proper performance during the guarantee period.

12. **LD CLAUSE AND RISK PURCHASE CLAUSE** :

In case of delay in delivery, for the reasons attributable to you, DVC reserves the right to recover f rom you, a sum equivalent to 0.5% of the value of the delayed materials for each week of delay a nd part thereof subject to maximum of 10% of the total value of the order as Liquidated Damage (LD).

Alternatively, the Purchaser reserves the right to purchase/ outsourced the material/spares/equip ment/works /service from elsewhere at the sole risk and cost of the Vendor and recover all such e xtra cost incurred by the Purchaser in procuring the material/ works/ service by the above procedu re.

Alternatively, the Purchaser may cancel the Order/contract completely or partly without prejudice to his right under the alternatives mentioned above.

In the event of recourse to alternative (ii) and (iii) above, the Purchaser will have the right to repur chase/ outsource the stores/works & service, to meet urgency in requirement caused by Vendor(s) failure to comply with the schedule of delivery/ completion of the work, irrespective of the fact wh ether the materials/ equipment/ works/ service is similar or not.

13. **INSTALLATION, TESTING & COMMISSIONING**

• All the items have to be door delivered to the consignee of DVC.

• Installation of all the items shall be done by the vendor at CTC, DVC, Maithon.

• Vendor has to make all the necessary arrangements for installation of the equipment at laborato ry (healthy power supply will be provided by DVC).

• The vendor has to demonstrate all the features and operations of the equipment elaborately on t he test specimen provided by DVC up-to the satisfaction of DVC Engineers and write-ups of the sa me has to be provided.

• Results of the demonstrated tests shall be submitted by the vendor to DVC personnel both in hard and soft copy.

• Testing demonstration of the supplied test kit needs to be carried out in 400KV substation. DVC will arrange the test specimen in the substation.

14. **Basis of Freight**: Paid.

15. **Inspection will be done on post-dispatch by DVC at DVC site.**

16. **Quality Assurance Authority**: Sr, Manager (QC&I), DVC, Maithon.

17. **AFTER SALES SERVICE :**

• The Bidder shall have full-fledged office in India equipped with testing facilities and trained man power for satisfactory “after sales service support”. A self-declaration certificate in this regard to b e submitted.

18. **Additional documents to be submitted along with the bid** :

• Detailed Name, Model Number and Ordering Code mentioning detailed specifications (if any) of the quoted equipment.

• OEM Test and Calibration Certificates or Type test reports of all the devices of quoted equipment shall be provided along with the offer.

• Technical Literature or Brochure of the quoted equipment.

• List of accessories and Details of Software

• GST Registration Certificate

• Copy of PAN card

19.Required documents to be submitted with consignment / supply :

•Factory Test Report has to be submitted by the vendor.

• Import Documents: The vendor has to submit relevant Import documents of the test k it if it is imported.

• Guarantee/ Warranty certificate.

• Operation manual (English) for hardware and software (both in hard and soft copy).

• Tax-In-voice in Triplicate with original seal.

• List of accessories supplied with the instrument.

• Valid Calibration / Testing Certificates of the supplied equipment and its accessories with at-least two years of validity issued by any NABL / Nationally / Internationally reco gnized / accredited laboratory with its valid traceability in the entire range as provided by DVC after placement of the Purchase Order.

20. **STEPS FOR FILLING INTEGRITY PACT: -**

i. Integrity Pact format (pre-signed) is provided in the “Additional Terms and Conditions” of GE M bid document. The bidder has to take the printout of the Integrity Pact in white sheet, fill rel evant places and every page should be signed and stamped. Bidder must fill Witness 1 details only.
ii. The Integrity pact shall be submitted in plain A-4 paper.
iii. It is mandatory to upload the filled Format of Integrity Pact (pre-signed by DVC) **along-wit h techno-commercial documents otherwise the offer will be outrightly rejected** .

21. **SECURITY DEPOSIT CUM PERRFORMANCE GUARANTEE** : -

- For procurement up-to Rs. 1 Crore, security deposit may be recovered as Pro-rata ded uction @ 3% from the RA bills, and it will be released after Performance Guarantee peri od.
- For any procurement above Rs. 1 Crore, the successful Bidder may furnish performan ce security for satisfactory execution of the order for an amount equivalent to 3% of th e Work Order (WO)/Purchase Order value in the form of Insurance Surety Bond / e-BG i ssued from any of the commercial bank in India within Fourteen (14) days from the dat

e of issuance of Work Order (WO)/Purchase Order (PO) from respective project, safegu arding DVC's interest in all respects as details given below:-

In case of Performance Security in form of e-BG, the bidder may furnish an Unconditional e-BG as per GEM format from any Nationalised / Scheduled Bank approved by Reserve Bank of Indi a (RBI) and it should remain valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations of the contractor, including Defect Liability Period (DLP)/ warranty period, as applicable.

However, in case of delay in completion, the validity & claim of this Bank Guarantee shall be ext ended by the period of such delay. During extension of the Sde-BG, the bidder may extend the or iginal Bank Guarantee or may furnish new Sde-BG without considering the projects which have b een completed and Guarantee/Warranty period along with claim period is also over.

The contractor is requested to follow the instructions given at'Beneficiary Input for Issuing e-BG (Electronic Bank Guarantee) Form" under BFP of NIT.

The Bank Guarantee/ BG Extension shall be issued on the SFMS (Structured Financial Messaging System) mode by Issuing Bank to the advising banks (Details of advising banks including IFSC Co de is given below):

For Maithon Bank Name: BANK OF INDIA,

Branch Name: Maithon Branch,

Account No.: 477721110000001

IFSC Code: BKID0004777 (0 Stands for zero).

The customer/vendor is requested to take 'Input for Issuing eBG Form' of NIT and will appr oach the bank for issuing eBG.

Beneficiary Input for Issuing e-BG (Electronic Bank Guarantee) Form

a. Portal ID: NA

Details of beneficiary and Applicant

b. Entity PAN/UIN (Central UIN of Nodal Officer): AABCD0541M
c. Entity Name (Name of the Nodal Officer): DAMODAR VALLEY CORPORATION
d. Entity Email ID (Nodal Officer): suresh.mahto@dvc.gov.in, neeraj.goyal@dvc.gov.in
e. Business Unit Code: NA

Participating Details (Details of entity (TIA's) representative and applicant)

f. Name of the representative (Nodal Officer): SURESH MAHTO and NEERAJ GOYAL
g. Relationship (Here Beneficiary): DAMODAR VALLEY CORPORATION
h. Primary Mobile Number (Nodal Officer): 9564388544 and 9474473076

Debt Details

i. BG Amount: As per NIT/Contract
j. BG ccy (Currency): INR
k. Expiry Date: As per NIT/Contract
l. Claim Expiry Date: As per NIT/Contract
m. Contract Reference Number: As per NIT/Contract
n. Vendor Code: NA

22. INSTRUCTIONS FOR FURNISHING BANK GUARANTEE

a. Bank Guarantee (B.G.) for Advance Payment, Mobilization Advance, B.G. for Security Deposit-cu m-Performance Guarantee, Earnest Money should be executed on the Non- Judicial Stamp Paper of the applicable value and to be purchased in the name of the Bank. First Party should be the Issuin g Bank, and second party should be DVC.

b. The Executor (Bank authorities) may mention the Power of Attorney No. and date of execution i n his/her favour with authorization to sign the documents. The Power of Attorney is to be witnesse d by two persons mentioning their full name and address.

c. The B.G. should be executed by a Nationalized Bank/Scheduled Commercial Bank. B.G. from Co-operative Bank/Rural Banks are not acceptable.

d. A Confirmation Letter/e-mail confirmation of the concerned Bank must be furnished as a proof o f genuineness of the Guarantee issued by them.

e. Any B.G. if executed on Non-Judicial Stamp paper after 6 (six) months of the purchase of such st amp paper shall be treated as non-valid.

f. Each page of the B.G. must bear the signature and seal of the Bank and B.G. Number.

g. The contents of the B.G. shall be strictly as Proforma prescribed by D.V.C. in line with Purchase Order/LOI/Work Order etc. and must contain all factual details.

h. Any correction, deletion etc. in the B.G. should be authenticated by the Bank Officials signing th e B.G.

i. In case of extension of a Contract, the validity of the B.G. must be extended accordingly.

j. B.G. must be furnished within the stipulated period as mentioned in Purchase Order/L.O.I./Work Order etc.

k. Issuing Bank/The Vendor are requested to mention the Purchase Order/Contract/Work Order ref erence along with the B.G. No. for making any future queries to D.V.C.

l. Signing by witnesses in the Bank Guarantee/Performance Guarantee/Security is not mandatory.

Note: However, any deviation from GeM related to performance security will be guided as per Ge M.

23. **Paying Authority**: Sr. Manager (Finance), Shared Support Services MTPS Accounts, DVC, MTPS

DVC Jharkhand GST No: 20AABCD0541M1Z5, DVC West Bengal GST No:19AABCD0541M1 Z0

24. The consignment should be securely packed for safe Road Transportation. Each consignment s hall be marked quick indelible ink.

25. Acceptance Clause:

Bidder may be requested to upload signed and stamped technical specification at GeM portal (as a token of acceptance of the parameters) during submission of bid.

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4. **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. 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---