

**बिड दस्तावेज़ / Bid Document**

बिड विवरण / Bid Details	
बिड बंद होने की तारीख/समय / Bid End Date/Time	23-06-2026 15:00:00
बिड खुलने की तारीख/समय / Bid Opening Date/Time	23-06-2026 15:30:00
बिड पेशकश वैधता (बंद होने की तारीख से) / Bid Offer Validity (From End Date)	150 (Days)
मंत्रालय/राज्य का नाम / Ministry/State Name	Pmo
विभाग का नाम / Department Name	Department Of Atomic Energy
संगठन का नाम / Organisation Name	Directorate Of Purchase And Stores
कार्यालय का नाम / Office Name	Directorate Of Purchase And Stores
कुल मात्रा / Total Quantity	20000
वस्तु श्रेणी / Item Category	MACHINING & SUPPLY OF ZIRCALOY BLANKS
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	MACHINING & SUPPLY OF ZIRCALOY BLANKS
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Polyethylene Pipes For The Supply Of Gaseous Fuels (V2) As Per Is 14885, Hand, and Short Machine Screwing Taps for ISO Metric Screw Threads - IS 6175, Development and Pre-Production of Coin Blank - SPMCIL, Turning and Milling Inserts (BHEL), Package No 4 - Atal Tinkering Lab of Niti Aayog Power Supply and Accessories and Safety Equipment
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	<ul style="list-style-type: none"> <li>Machine Tool Way oils</li> <li>Turning and Milling Inserts (BHEL)</li> <li>Straight Fabrication Coal Pipe (NTPC)</li> </ul>
वर्षों के अनुभव एवं टर्नओवर से एमएसई को छूट प्राप्त है / MSE Relaxation for Years Of Experience and Turnover	Yes   Complete
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Relaxation for Years Of Experience and Turnover	Yes   Complete
विक्रेता से मांगे गए दस्तावेज़ / Document required from seller	Certificate (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer

<b>बिड विवरण/Bid Details</b>	
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेन् है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	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	3
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	1
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	Yes
रिवर्स नीलामी योग्यता नियम/RA Qualification Rule	H1-Highest Priced Bid Elimination
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	3 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

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईएमडी राशि/EMD Amount	620000

#### 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).	20

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने है। एमएसई केटेगरी 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 :**

FOR EMD DD/PSD DD BENEFICIARY: "PAY AND ACCOUNTS OFFICER, NFC and "FOR EMD BG/PSD BG BENEFICIARY: "THE REGIONAL DIRECTOR P&S ON BEHALF OF THE PRESIDENT OF INDIA ; Directorate of Purchase & Stores, Department of Atomic Energy, Nuclear Fuel Complex, HRP, ECIL Post, Hyderabad-500062 (A1/2145)

**विभाजन/Splitting**

विभाजन/Splitting Applied	Yes
बोलीदाताओं की अधिकतम संख्या, जिनके बीच ऑर्डर विभाजित किया जा सकता है। / Maximum No. Of Bidders Amongst Which Order May Be Split	4
विभाजन मानदंड इस बात पर आधारित है कि कौन सी क्वांटिटी को वितरित किया जाएगा / Split Criteria based on which quantity will be distributed	AS PER TECHNICAL SPECS POINT -3.4

**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 available 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

1. If the bidder is a Micro or Small Enterprise as per latest orders issued by Ministry of MSME, the bidder shall be relaxed from the eligibility criteria of "Experience Criteria" as defined above subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Experience Criteria, shall upload the supporting documents to prove his eligibility for Relaxation.
2. If the bidder is a Micro or Small Enterprise (MSE) as per latest orders issued by Ministry of MSME, the bidder shall be relaxed from the eligibility criteria of "Bidder Turnover" as defined above subject to meeting of quality and technical specifications. If the bidder itself is MSE OEM of the offered products, it would be relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover, shall upload the supporting documents to prove his eligibility for Relaxation.
3. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed from the the eligibility criteria of "Experience Criteria" as defined above subject to their meeting of quality and technical specifications. The bidder seeking Relaxation from Experience Criteria, shall upload the supporting documents to prove his eligibility for Relaxation.
4. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed from the the eligibility criteria of "Bidder Turnover" as defined above subject to their meeting of quality and technical specifications. If the bidder is DPIIT Registered OEM of the offered products, it would be relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover shall upload the supporting documents to prove his eligibility for Relaxation.
5. 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.
6. 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.

7. Reverse Auction would be conducted amongst all the technically qualified bidders except the Highest quoting bidder. The technically qualified Highest Quoting bidder will not be allowed to participate in RA. However, H-1 will also be allowed to participate in RA in following cases:

- If number of technically qualified bidders are only 2 or 3.
- If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.
- In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
- If L-1 is non-MSE and H-1 is eligible MSE and H-1 price is coming within price band of 15% of Non-MSE L-1
- If L-1 is non-MII and H-1 is eligible MII and H-1 price is coming within price band of 20% of Non-MII L-1

#### Pre Bid Detail(s)

मूल्य भिन्नता खंड दस्तावेज/Pre-Bid Date and Time	प्री-बिड स्थान/Pre-Bid Venue
20-05-2026 11:00:00	Pre-Bid will be conducted at A1 GROUP HYDERABAD REGIONAL PURCHASE UNIT, DIRECTORATE OF PURCHASE AND STORES, AADHAR BUILDING, FIRST FLOOR, NUCLEAR FUEL COMPLEX, ECIL(POST), HYDERABAD-500 062. CONTACT NUMBER: 040 2718 4167 REPRESENTATIVE WHO IS ATTENDING THE MEETING SHALL SEND DETAILS WITH AADHAR CARD COPY (Less than 20 Kb) FOR PRIOR APPOINTMENT TO apocap@nfc.gov.in with the following details- 1.Name and designation of representative with his aadhar number 2. Name of the Firm 3. Address of the firm ONLY ONE REPRESENTATIVE FROM EACH FIRM SHALL BE ALLOWED TO ATTEND PRE-BID MEETING

#### MACHINING & SUPPLY OF ZIRCALOY BLANKS ( 20000 meter )

(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 दस्तावेज /Buyer Specification Document	<a href="#">Download</a>
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#### परेषिती/रिपोर्टिंग अधिकारी तथा मात्रा/Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Shobha V. K.	500062,Hyderabad Regional Purchase and Stores Unit (DPS) Nuclear Fuel Complex, P.O. ECIL Hyderabad Telangana	20000	540

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

### 1. **Scope of Supply**

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

### 2. **Generic**

**Issue of Free Issue Material (FIM):**In case of certain fabrication contracts, the buyer shall provide Free Issue Material to the seller based on the tendering requirement. The Seller shall submit the necessary drawings/cutting for optimal utilization of FIM. Further, the Seller shall submit Indemnity Bond & Insurance Policy of equivalent value of FIM and shall be kept valid till such time the entire contract is executed and Material Accounting for the FIM is rendered by the former to the latter. The Indemnity Bond shall be submitted as per prescribe format.

The Seller shall be responsible for the safety & preservation of the FIM during the contract execution period. Seller shall take all necessary precautions against any loss, deterioration, or destruction of the FIM from whatever cause arising whilst the said material remains in his possession and/ or his custody or control. The decision as to whether the Seller has occasioned any loss, deterioration or destruction of the FIM whilst in his possession custody or control from whatever cause arising, as also the decision regarding quantum of the damages suffered by the Buyer shall be final and binding upon the Seller.

### 3. **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.

### 4. **Forms of EMD and PBG**

Bidders can also submit the EMD with Account Payee Demand Draft in favour of

PAY AND ACCOUNTS OFFICER, NFC  
payable at  
HYDERABAD

Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

### 5. **Forms of EMD and PBG**

Successful Bidder can submit the Performance Security in the form of Account Payee Demand Draft also (besides PBG which is allowed as per GeM GTC). DD should be made in favour of

PAY AND ACCOUNTS OFFICER, NFC  
payable at  
HYDERABAD

. After award of contract, Successful Bidder can upload scanned copy of the DD in place of PBG and has to ensure delivery of hard copy to the original DD to the Buyer within 15 days of award of contract.

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

Buyer Added text based ATC clauses

#### **REF- HPRU/NFC/A1/2145**

#### **1) 'Make in India certificate '(ANNEXURE-XI)**

In line with 'make in India' policy of govt. of India, bidders are required to upload a declaration/certificate to this effect (STRICTLY as per our Annexure-XI format below in buyer added bid specific ATC document) COMPLETELY FILLED along with the offer.

#### **2) Post Supply Inspection**

"Post Supply Inspection in respect of supplies made is not permitted. Any offer containing the condition of Post Supply Inspection will out-rightly rejected. It is therefore, mandatory for the bidders, while quoting, to indicate in clear terms the requirement of Post Supply Inspection by any outside agency. "

#### **3) Beneficiary For PSDBG-**

It is to re-iterate that the Beneficiary details for submission through Bank Guarantee of PSD BG shall be -"THE REGIONAL DIRECTOR P&S ON BEHALF OF THE PRESIDENT OF INDIA, Directorate of Purchase & Stores, Department of Atomic Energy, Nuclear Fuel Complex, HRP, ECIL POST, HYDERABAD-500062"

In case of PSDBG in the form of Demand Draft ,shall be in favor of Pay & Accounts Officer, NFC, payable at Hyderabad.

A soft copy of the PSDBG/PSDDD shall be uploaded in the GeM portal and the original shall be submitted to this office address "A1 Section, 1st Floor, Hyderabad Regional Purchase Unit, Aadhaar Building, Nuclear Fuel Complex, ECIL Post, Hyderabad, Telangana - 500 062", within 15 days of placement of contract. Sending the bank guarantee to the purchaser directly by the bank shall expedite the process of settlement of bills.

#### **4 )EMD NOTE**

Bidders who are not exempted from EMD submission, must submit the EMD . Bidder has to upload scanned copy / proof of the DD/BG along with bid. Also bidder has to ensure delivery of original hardcopy of the demand draft/bg to the buyer within 5 days of bid end date / bid opening date, failing which offer shall be summarily rejected.

FOR EMD IN THE FORM OF DEMAND DRAFT BENEFICIARY: -

"PAY AND ACCOUNTS OFFICER, NFC "

PAYABLE AT HYDERABAD

FOR EMD IN THE FORM OF BANK GUARANTEE BENEFICIARY:-

"THE REGIONAL DIRECTOR P&S ON BEHALF OF THE PRESIDENT OF INDIA  
Directorate of Purchase & Stores, Department of Atomic Energy,  
Nuclear Fuel Complex,  
HRPU, ECIL POST, HYDERABAD-500062"

DD/ BG to be submitted at the following address:-

Assistant purchase officer

A1 section

1st floor, Aadhar building

NFC, PO-ECIL, Hyderabad-500062

### **SAMPLE-**

After award of contract – Successful Bidder shall have to get advance sample approved from buyer before bulk manufacturing / starting bulk supplies. Buyer shall, as per contract specifications framework, either approve the advance sample or will provide complete list of modification required in the sample. Seller shall be required to ensure supply as per approved sample with modifications as communicated by Buyer. In case, the sample is found to have major deviations / not conforming to the Contract specifications, the buyer at its discretion may call for fresh samples for approval before allowing bulk supplies or may terminate the contract after notifying the deviations to the seller.

Unless otherwise provided in the contract, all samples required for test shall be supplied by the contractor free of cost. Where under the contract, the contractor is required to submit an advance sample, any expenses incurred by the contractor on or in connection with the production of stores in bulk, before the sample has been approved unconditionally shall be borne by the Seller and he shall not claim any compensation in the event of such sample being found unacceptable by the Buyer / Consignee.

### **Payment Terms-**

Payment will be made on pro-rata basis against each lot supplied and accepted on 'As and When required' basis.

### **Free Issue Material**

1. Wherever the contract envisage supply of FIM by the purchaser to the Indian contractor for fabrication of the stores, such FIM shall be safeguarded by a Bank Guarantee as per format in Annexure or insurance policy to be provided by the Indian contractor at his own cost for the full value of FIM and the insurance policy or Bank Guarantee shall cover, the following risks specifically and shall be valid for six months beyond the delivery date.

2. RISKS TO BE COVERED: Any loss or damage to the FIM due to fire, theft, riot, burglary, strike, civil commotion, terrorist act, natural calamities, etc. and any loss or damage arising out of any other causes such as other objects falling on FIM while in his possession including transit period.

FIM Insurance Policy must contain following details

A) Insured by: (Name of the contractor)

B) Beneficiary: -"THE REGIONAL DIRECTOR P&S ON BEHALF OF THE PRESIDENT OF INDIA,

Directorate of Purchase & Stores, Department of Atomic Energy, Nuclear Fuel Complex, HR PU, ECIL POST, HYDERABAD-500062"

C) Contract Number & Detailed Description of FIM

D) Location of Risk

E) Amount for which insurance Policy/Bank Guarantee has to be furnished. (The Amount for which a comprehensive insurance Policy/Bank Guarantee has to be furnished by bidder for Issue of FIM is Rs.3,05,68,800/-. Policy/ BG shall be valid throughout the currency of the contract with Grace Period of 2 months. FIM Item detailed description as per annexure.)

3. Notwithstanding the insurance cover taken out by the Indian contractor as above, the contractor shall indemnify the purchaser and keep the purchaser indemnified to the extent of the value of FIM to be issued till such time the entire contract is executed and proper account for the FIM is rendered and the left over/surplus and scrap items are returned to the purchaser. The contractor shall not utilize the FIM for any job other than the one contracted out in this case and also not indulge in any act, commission or omission or negligence which may cause/ result in any loss/damage to the purchaser and in which case, the contractor shall be liable to pay full compensation to the purchaser to the extent of damage/loss as assessed by the purchaser. The decision of the purchaser will be final and accepted by the contractor. The contractor shall be responsible for the safety of the FIM after these are received by him and all through the period during which the materials remain in his possession/control/custody. The FIM on receipt at the contractor's works shall be inspected by him for ensuring safe and correct receipt of FIM. The contractor shall report the discrepancies, if any, to the purchaser immediately but not later than five working days from the date of receipt of FIM. The contractor shall take all necessary precautions against any loss, deterioration, damage or destruction of the FIM from whatever cause arising whilst the said FIM remain in his possession/custody or control. The FIM shall be inspected periodically at regular intervals by the contractor for ensuring safe preservation and storage and maintain inspection report. The contractor shall also not mix up the FIM in question with any other goods and shall render true and proper account of the FIM actually used and return balance/remaining/unused FIM on hand and scrap within the delivery date. If it is not possible to return balance remaining unused FIM on hand and scrap within the delivery date, the contractor hereby authorizes the purchaser to deduct the difference between the cost of FIM supplied and the cost of FIM actually used from the amount payable to the contractor. The contractor shall also indemnify the purchaser to compensate the difference in cost between the actual replacement cost of FIM lost/damaged and the claim settled in favour of the purchaser by the insurance company. The decision of the purchaser, as to whether the contractor has caused any loss, destruction, damage or deterioration of FIM while in his possession, custody or control from whatever cause arising and also on the quantum of damage suffered by the purchaser, shall be final and binding upon the contractor.

4. FIM will be issued to the contractor only after receipt & acceptance of the insurance policy/Bank Guarantee from the contractor. The contractor shall arrange collection of the FIM from the purchaser's premises and safe transportation of the same to his premises at his risk and cost.

#### 5. BANK GUARANTEE FOR FREE ISSUE MATERIAL

Bank Guarantee for Free Issue Material (hereinafter referred to as FIM) (for fabrication of stores at contractor's works outside purchaser's site): The contractor shall submit a Bank Guarantee as per our format (attached in BID ATC document) as applicable to the extent of full value of FIM as security of free issue material issued to the contract or till such time the entire contract is executed and proper account for the FIM is rendered by the contractor to the Purchaser.

#### 6. INDEMNITY BOND FOR FIM

Indemnity Bond for FIM: The contractor shall execute an indemnity bond in favour of the purchaser indemnifying the purchaser and keeping the purchaser indemnified to the extent of full value of FIM till such time the entire contract is executed and proper account for the FIM is rendered by the contractor to the Purchaser. For this purpose an indemnity bond as per our format (attached in BID ATC document) shall be executed by the contractor.

7. Supply shall be made on 'As and When required' basis.

8. Payment will be made on pro-rate basis against each lot supplied and accepted.

#### 7. Buyer Added Bid Specific ATC

Buyer uploaded ATC document [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.

[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---