



बिड संख्या/Bid Number: GEM/2026/B/7221411

दिनांक /Dated: 11-02-2026

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	04-03-2026 15:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	04-03-2026 15:30:00
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 Steel
विभाग का नाम/Department Name	Nmdc Limited
संगठन का नाम/Organisation Name	Nmdc Limited
कार्यालय का नाम/Office Name	Kirandul Complex
कुल मात्रा/Total Quantity	24
वस्तु श्रेणी /Item Category	ONLINE UPS 10 KVA 2200002075 , Installation and Commissioning , CAMC for 1st year after warranty period , CAMC for 2nd year after warranty period , CAMC for 3rd year after warranty period , CAMC for 4th year after warranty period
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	ONLINE UPS 10 KVA, Installation & Commissioning, CAMC for 1st year after warranty period, CAMC for 2nd year after warranty period, CAMC for 3rd year after warranty period, CAMC for 4th year after warranty period

बिड विवरण/Bid Details

<p>GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS</p>	<p>Searched String: ONLINE UPS 10 KVA</p> <p>Online UPS (>10 KVA) With Battery, Online UPS (V2), Online UPS (>10 KVA) Without Battery, Online UPS (≤10 KVA) Without Battery Conforming To IS 16242 (Part 1), Online UPS (≤10 KVA) With Battery Conforming To IS 16242 (Part 1), Line Interactive UPS with AVR (V2), Online Ups Modular Type, Distribution Transformer, 3 Phase, 11 kV, >200 KVA upto and Including 2500 KVA ISI Marked To IS 1180 (Part 1), Higher Rating Diesel Generating Sets (1010 kVA and above), Distribution Transformer, 1 Phase, Up to and including 100 kVA ISI marked to IS 1180 (Part 1)</p> <p>Searched String: Installation & Commissioning</p> <p>Hiring of Vehicle Tracking Services, Design, Supply, Installation, Commissioning and Maintenance of Grid Connected Roof Top Solar Power Plant Service, Design, Supply, Installation, Commissioning and Maintenance of Grid Connected Ground Mounted Solar Power Plant Service, Supply, Installation and Commissioning of Liquid Medical Oxygen (LMO) Storage Tank and Supply of Liquid Medical Oxygen (LMO), AR/VR Application Development Including Hardware Installation, Design Installation and Maintenance of Educational Lab/Centre, Repair, Maintenance and Installation of Plant/ Systems/Equipments, Repair, Maintenance, and Installation of Plant/ Systems/Equipments (Version 2), Management and Supply of ATM, Plantation Service</p> <p>Searched String: CAMC for 1st year after warranty period</p> <p>Category not available on GeM for the text string uploaded by the buyer</p> <p>Searched String: CAMC for 2nd year after warranty period</p> <p>Category not available on GeM for the text string uploaded by the buyer</p> <p>Searched String: CAMC for 3rd year after warranty period</p> <p>Category not available on GeM for the text string uploaded by the buyer</p> <p>Searched String: CAMC for 4th year after warranty period</p> <p>Category not available on GeM for the text string uploaded by the buyer</p>
--	--

<p>अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification</p>	<ul style="list-style-type: none"> • Online UPS (>10 KVA) With Battery • Line Interactive UPS with AVR (V2) • Online Ups Modular Type
---	---

<p>बीओक्यू शीर्षक /BOQ Title</p>	<p>4 Sets of 10 KVA UPS Systems with Batteries</p>
---	--

<p>एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Relaxation for Years of Experience and Turnover</p>	<p>No</p>
--	-----------

<p>स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Relaxation for Years of Experience and Turnover</p>	<p>No</p>
---	-----------

बिड विवरण/Bid Details	
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Certificate (Requested in ATC),OEM Authorization Certificate *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 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?	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	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	No
बिड का प्रकार/Type of Bid	Two Packet Bid
प्राथमिक उत्पाद श्रेणी/Primary product category	ONLINE UPS 10 KVA 2200002075
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 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	138178

ईपीबीजी विवरण /ePBG Detail

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

(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 :

GM Materials
 NMDC Limited, BIOM KIRANDUL COMPLEX, Dist Dantewada, CG 494556
 (Gm Materials)

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 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. 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.

3. 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.

ONLINE UPS 10 KVA 2200002075

(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

Specification Document	View File
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

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

क्र.सं./S.N o.	परिषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Mohammad Mehboob Ullah	494556,NMDC LIMITED, KIRANDUL COMPLEX	4	120

Installation And Commissioning

(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

Specification Document	View File
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

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

क्र.सं./S.N o.	परिषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Mohammad Mehboob Ullah	494556,NMDC LIMITED, KIRANDUL COMPLEX	4	120

CAMC For 1st Year After Warranty Period

(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

Specification Document	View File
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

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
1	Mohammad Mehboob Ullah	494556,NMDC LIMITED, KIRANDUL COMPLEX	4	120

CAMC For 2nd Year After Warranty Period

(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

Specification Document	View File
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

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
1	Mohammad Mehboob Ullah	494556,NMDC LIMITED, KIRANDUL COMPLEX	4	120

CAMC For 3rd Year After Warranty Period

(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

Specification Document	View File
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

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
1	Mohammad Mehboob Ullah	494556,NMDC LIMITED, KIRANDUL COMPLEX	4	120

CAMC For 4th Year After Warranty Period

(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

Specification Document	View File
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

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
1	Mohammad Mehboob Ullah	494556,NMDC LIMITED, KIRANDUL COMPLEX	4	120

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 $(\text{Increased quantity} \div \text{Original quantity}) \times \text{Original delivery period (in days)}$, 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. Scope of Supply

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

Commissioning of Goods

3. **Buyer Added Bid Specific ATC**

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

4. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

ADDITIONAL TERMS AND CONDITIONS

File No - 30000634

File no. NMDC/KDL/PE/CP&DH-11C/2025/244

1. **Quoted price should be firm & fixed for the entire supply/delivery period inclusive of Packing & Forwarding, Freight & Insurance charges and GST as applicable as per GEM Price Format on FOR Destination basis to be unloaded at Hilltop Stores, Kirandul (C.G.) which is approximately 10KM from Kirandul Main Stores.**
2. **Mandatory Documents to be submitted:**

- a. **Please upload complete technical specification in your company letter head mentioning the make.**
- b. **Please upload the complete acceptance of all terms and conditions as per the attached ATC doc.**
- c. Required **EMD if applicable & Scanned Copy of the Integrity Pact and Documents required for PQC (Even if supplied to NMDC)** must be uploaded, failing which your offer will be liable for rejection with no further correspondence.

3. **Earnest Money Deposit (EMD):**

Your Tender must be accompanied by **EMD of Rs. 1,38,178/-**. Bidders are requested to submit the EMD in the following modes only: -

a. Online transfer through Bank.

Detailed procedure for online transfer through SB collect is as follows:

1. Visit www.onlinesbi.sbi
2. Click on **SB Collect**
3. **Tick** the terms acceptance box and Click on **Proceed**
4. On State Bank Collect Page Select State- **Chhattisgarh** and
Select Type of Corporation - **PSU** then Click on **GO button**
5. Select PSU- **National Mineral Development Corporation** and **Submit**
6. Select the **Payment Category of Kirandul Complex**
7. Fill the **details** on the Details of Payment Page and Submit
8. Select the payment **Method** in the given List
9. Complete the payment process
10. **Receipt of the EMD payment will be generated which is to be uploaded in the bid.**

- b. In the form of a **Demand Draft (DD)/Bank Guarantee of equivalent amount drawn from any Nationalized bank / scheduled commercial bank in India**, in a prescribed format enclosed (Annexure) herewith and favouring NMDC. BG should be valid for a period of six months from the date of submission of your offer. The supplier shall forward the original EMD BG to "GM (Materials), NMDC BIOM Kirandul Complex-494556, C.G." Copy of EMD BG shall be uploaded in the bid. The original BG/ DD shall reach the BIOM Kirandul office within 2 weeks from the date of bid opening.

Details of NMDC Account for preparation of BG:-

Account Name: NMDC LIMITED, Kirandul Complex,

Account No:10727544113,

IFSC code no: SBIN002866,

Name of Banker: State Bank of India, Kirandul.

- c. Tenderers of Micro & Small Enterprises (MSEs) registered with UDYAM will be exempted from payment of Earnest Money Deposit against submission of documentary proof of such registration certificate as a manufacturer for the tendered items/ item category/group under Udyam Registration. **Traders /Dealers have to submit EMD, only MSE manufacturers of the quoted category are exempted.**
- d. EMD submitted in any other format/mode other than specified above shall not be acceptable.
- e. Without EMD the tender will be summarily rejected.
- f. EMD exemption shall be applicable as per GeM guidelines for the manufacturers only.
- g. No interest will be paid on EMD amount and would be refunded to the unsuccessful tenderers after placement of the order. For successful Bidders, EMD will be returned after receipt of Security Deposit / PBG/receipt of materials wherever applicable.
- h. NMDC reserve the right to forfeit the EMD amount if successful bidder doesnot supply the materials.
- i. **Bidder shall be responsible for the correctness and completeness of the BG / DD / Bank transfer submitted towards EMD. In case the EMD submitted is not as per the value/ BG specified in the tender, the same may be summarily rejected.**

4. **PRICE PURCHASE PREFERENCE TO MAKE IN INDIA CLAUSE** - This Tender is being invited for procurement from indigenous sources. No foreign exchange or import license for importing equipment or component, raw materials, spares, or know-how will be arranged for or provided by the Purchaser. Efforts shall be made to use indigenous components to the extent possible.

Public Procurement Policy (Preference to Make in India) GOI Order No. P-45021/2/2017-B.E.-II dtd 15.06.2017 read with revised Order No. P-45021/2/2017-PP(BE-II) dtd. 16.09.2020 and subsequent amendments/orders, if any shall be applicable to this tender. Bidders are requested to fill the format as applicable as defined at Sr. No. 4 (a) of enclosed Annexure.

-

ANNEXURE

PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA)

(ON LETTER HEAD OF THE FIRM)

SELF CERTIFICATION REGARDING LOCAL CONTENT

-

We (Name of Firm) hereby certify that the offered materials are having the LOCAL CONTENT Minimum 50% and hence we come under Class I Local Supplier as per definition of Make in India policy of Govt of India.

The address of Manufacturing Unit:

We also understand that the false declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

(OR)

We (Name of Firm) hereby certify that the offered materials are having the LOCAL CONTENT Minimum 20% and hence comes under Class II Local Supplier as per definition of Make in India policy of Govt of India.

The address of Manufacturing Unit:

We also understand that the false declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

(Sign & Seal)

NOTE:

1) Self declaration has to be submitted in the Company Letter head by the bidder.

2) Class I Local supplier only shall get purchase preference as per Make in India Policy.

5. **MSE & MII Purchase Preference:-** For MSE & MII benefits, bidder shall apply in GEM portal for Purchase Preference. MSE purchase preference as per Govt guidelines shall be considered only for manufacturers registered with UDYAM certificate and not for Traders/Distributors/Dealers/Resellers.

6. **INTEGRITY PACT:** The bidder must require to accept the "Integrity Pact" enclosed along with the tender document and **hall submit the same in their company letter head duly signed and upload in the GeM portal along with the offer.**

-

Offer of the tenderer opened without scanned copy of duly signed Integrity Pact uploaded with offer is liable for rejection.

-

The original integrity pact duly signed should be sent in a sealed cover indicating 'integrity pact' along with Bid Reference Number, and has to reach the office of General Manager (Materials), Material Management Department, NMDC Limited, Kirandul Complex, South Bastar, Dantewada - 494556.

A person signing integrity pact shall not approach the courts while representing the matters to IEMS and He/She will await their decision in the Matter.

Format of Integrity Pact is enclosed as Annexure.

The procedure for submission of integrity pact would be as follows: -

- The Indian bidder should submit the integrity pact on his company's letter head duly signed by the authorized representative on all pages.
- In case of overseas bidder, the bidder shall submit the integrity pact on his company's letter head duly signed by the authorized representative on all pages.
- If the bidder/contractor is a partnership or a consortium, the integrity pact shall be signed by all the partners or consortium members.
- All the pages of the integrity pact should be signed by both, the principal as well as the bidder.
- **The bidder should not change the contents of the integrity pact.**
- The principal or his representative will sign the Integrity pact after opening of the Tender.
- The details of the External Independent Monitor nominated for this tender are given here as under: -
 - 1. SMT.RAJNI SEKHRI SIBAL, IAS (Retd.), Email:rajnisekhrisibal@gmail.com;
 - 2. SHRI. P V Rao, IRS (Retd.), Email: : pasupuletirao@yahoo.co.in
 -

7. **PQC:Pre Qualifying Criteria:**

1. The prospective Bidder (which term shall mean and include the manufacturer and/or its agent(s), viz. Authorized Distributor, Dealer, Channel Partner, Marketing/Trading Houses, or by whatever other name known) must have supplied at least two (02) similar equipment in any organizations in India during the last 10 years, ending on the last day of the month preceding the one in which the tenders are invited.
2. At least 01 no. of such equipment must be working satisfactorily in any organizations in India, for a minimum period of one year during the period from the date of commissioning to the day ending last day of the month previous to the one in which tenders are invited. Documentary evidence to the above should be enclosed.

List of Required documents for PQCEvaluation:

1) Copy of purchase order/ work order/ contract/ agreement

2) **Copy of commissioning report indicating the same purchase order/ work order/ contract / agreement reference as per s.no:1 above.**

3) **Copy of performance report indicating the same purchase order/ work order/ contract/ agreement as per s.no:1 above.**

4 **In case the prospective bidder is a dealer for any manufacturer, against past supply records, the bidder can submit manufacturer (OEM) principles past supply credentials also” fulfilling the Criteria at SI. No -01. The firm shall provide the letter of authorization from the OEM along with the offer.**

Similar Equipment means “**10KVA UPS” or** Equipment of same function and same or higher capacity as per the Technical Specifications.

NMDC reserves the right to verify the PO/WO provided by the bidder during the tender and get the performance details from the concerned buyer/Customers, if found false NMDC has the right to disqualify the bidder without any notice.

All Bidders should submit PQC supporting document details as below:

Customer Name	PO Qty.	PONo&Date	Installation and Commissioning Date	Performance Report Date

--	--	--	--	--

INTERNAL PERFORMANCE IN PQC:

- **NMDC reserves the right to verify the internal performance of the earlier supplied Similar/ higher capacity equipment, in the assessment period.**

The internal performance reports obtained from user departments will be preferred over the performance reports submitted by the bidder and the decision of NMDC regarding the techno-commercial evaluation of the offer will be final.

Note: Bidders shall submit the copies of PO against PQC along with the offer failing which your offer shall be liable for rejection without any further correspondence. No new POs shall be acceptable after opening of Bid. With regard to Pre-qualification criteria, after submission of the tender, only related shortfall documents should be asked for and considered. For example, if the bidder has submitted a supply order without its completion/performance certificate, the certificate can be asked for and considered. However, no new supply order should be asked so as to qualify the bidder.

-

8. **Security Deposit:**

i. In the event of placement of an order, the supplier shall deposit to NMDC Ltd@ **5 % of the Contract value** within 30 days of PO towards satisfactory performance of the contract from any Nationalized Indian Bank/ Scheduled Commercial Bank (except cooperative and Gramin Bank) including a foreign bank having a branch in India in either of the following modes:

- a. Demand Draft (DD) / Bank Guarantee for delivery period + 3 months claim period.
- b. Bank transfer through NEFT / RTGS / SWIFT to NMDC bank account mentioned in tender document. The proof of such transfer / transaction like UTR number / SWIFT copy etc. needs to be submitted to NMDC within 30 days of Order placement.

ii. In case the bidder does not agree to submit Security Deposit as stipulated in the tender conditions, their offer shall be rejected, except for the Bidders, who have got exemption for submitting the Security Deposit as per Government guidelines.

iii. In case the materials are supplied as per PO quantity and received within 30 days of PO, the security deposit shall be exempted.

iv. In the event of placement of an order, should the supplier fail to submit the Security Deposit within 30 days of PO, a penal interest at 12% per annum of the SD amount shall be charged beyond 30 days i.e. from the 31st day of effective date of contract.

9. **WARRANTY: (For UPS-3 years)** : Standard warranty required as 36 months from the date of receipt & acceptance or 42 months from the date of dispatch, whichever is earlier against any Manufacturing defects, faulty materials and bad workmanship. The warranty should be comprehensive and cover all bought-out items that go in to Manufacturing of the item. Any defects noticed during the warranty period shall have to be rectified or materials replaced at your cost. Materials not conforming to specifications shall be rejected and returned to the supplier at their risk and cost.

(For BATTERY-2 years) : Standard warranty required as 24 months from the date of receipt & acceptance or 30 months from the date of dispatch, whichever is earlier against any Manufacturing defects, faulty materials and bad workmanship. The warranty should be comprehensive and cover all bought-out items that go in to Manufacturing of the item. Any defects noticed during the warranty period shall have to be rectified or materials replaced at your cost. Materials not conforming to specifications shall be rejected and returned to the supplier at their risk and cost.

10. **INSPECTION:** Inspection of the materials shall be carried out after receipt of the materials at our project site which will be final & binding. In case the stores supplied are rejected either fully or partly on account of defects, bad workmanship or other reasons, the supplier will have to arrange for free replacement of the same up to destination point. The freight and incidental charges for return of the rejected materials will have to be borne by the supplier. In case rejected materials are not collected within 30 days after receipt of rejection notice no liability in respect of loss, damage deterioration etc. shall lie with the corporation.

11. **Delivery Period:** - The indented item is required urgently at our Project. You are requested to quote the shortest delivery period in your offer. In case delivery period is not mentioned by the bidder, the delivery period mentioned in GEM Bid will be applicable

12. **Payment terms for supply of Material:**

- 90% payment with 100% applicable GST will be released on receipt (SRS No. of stores will be the basis of receipt) of material at our store location on submission of invoice and PBG with 10% of the contract order value from any nationalized bank/ Scheduled Commercial Bank. **Further invoice shall be uploaded in NMDC vendor invoice management (VIM) portal to process further for release of payment.**
- Balance 10% payment will be released after satisfactory Installation, testing and commissioning of the material at site.

13. **Payment terms for Installation and Commissioning:**

- 100% Payment will be released after satisfactory Installation, testing and Commissioning on submission of commissioning report from user dept.

14. **Payment terms for AMC Charges:**

- 100% payment with applicable GST towards AMC shall be made on yearly basis after completion of maintenance work/AMC after satisfactory service report from technical department. Payment for AMC charges and LD charges against AMC shall be directly processed by the User / Technical dept.

15. **TREDS:** "NMDC has registered with M/s RXIL, M/s A TReDS Ltd and M/s M1xchange portals for releasing MSE vendor's payment through TReDS portal. All MSE vendors are requested to register on any one of the portals to release payment through TReDS Portal. In case any MSE vendor is not willing to process their payment through TReDS portal, that vendor should confirm non willingness. In such case, payment will be released as per NMDC standard payment terms"

16. **Comprehensive AMC Post Warranty:** - Upon successful completion of the warranty period, the successful bidder shall be responsible for providing a Comprehensive Annual Maintenance Contract (CAMC) for a duration of four (4) years. CAMC charges must be quoted separately on an annual basis and included in the financial bid as a distinct line item.

Under the CAMC, the successful bidder shall ensure the following support and services:

1. Quarterly Preventive Maintenance Visits: One visit per quarter, each lasting up to Two (2) days.
2. Emergency Support Visits: Up to two (2) emergency visits per year, each lasting up to One (1) day.
3. 24x7 Technical Support: Round-the-clock technical assistance must be provided after the installation and commissioning till completion of CAMC period.

17. **Issue of E-Invoices:** It is mandatory to issue E-invoice whenever the turnover of your company exceeds rupees five crores. Hence you are requested to submit E-invoice when turnover exceeds five crores. In case, E-invoice is not applicable, then please submit turnover certificate without fail.

18. **PERFORMANCE BANK GUARANTEE FOR SUPPLY PART:** - You are required to furnish a bank guarantee (format enclosed) for 10% of basic contract value for warranty period plus three months claim period in favour of NMDC Limited, from any **Nationalized Bank/ Scheduled commercial bank (except Co-operative and Gramin Bank) including a foreign bank having a branch in India** valid for warranty period of 3 years+ 3 months claim period while claiming the payment stated in the payment terms clause. The Banker concerned should be instructed to send the confirmation to NMDC directly.

Should the supplier fail to submit the PBG within 30 days of Acceptance/ Commissioning of materials, a penal interest at 12 % per annum of the PBG amount shall be charged beyond 30 days i.e. from the 31st day of effective date of Acceptance/ Commissioning of materials. (Bank details refer Clause No. 3.c).

19. **PERFORMANCE BANK GUARANTEE FOR CAMC PART:** - You are required to furnish a bank guarantee (format enclosed) for 10% of basic contract value (For CAMC part) for CAMC period plus three months claim period in favor of NMDC Limited, from any **Nationalized Bank/ Scheduled commercial bank (except Co-operative and Gramin Bank) including a foreign bank having a branch in India** valid for CAMC period + 3 months claim period while claiming the payment stated in the payment terms clause. The Banker concerned should be instructed to send the confirmation to NMDC directly.

Should the supplier fail to submit the PBG within 30 days of Acceptance/ Commissioning of materials, a penal interest at 12 % per annum of the PBG amount shall be charged beyond 30 days i.e. from the 31st day of effective date of Acceptance/ Commissioning of materials. (Bank details refer Clause No. 3.c)

20. **LIQUIDATED DAMAGES (LD):** -

In the event of placement of an order, the Supplier fails to deliver the stores in full or part thereof within the delivery date the Corporation shall reserves the right to levy Liquidated Damages on the Supplier @0.5% of the basic price of undelivered stores per each week or part thereof but not exceeding 5% of the value of such materials.

21. **RISK PURCHASE:** -

In the event of failure of the supplier to deliver goods, services and goods cum services or dispatch the item / equipment / stores within the stipulated date/period of the supply order or failure in completion of job/ work/service or in the event of breach of any of the terms and conditions mentioned in the order, NMDC reserves the right to cancel the order and make alternative purchase of the materials of similar description or get the job/ work/ service completed from elsewhere at their risk and cost of the supplier duly giving an advance notice of 30 days to this effect and in such an event the seller will be liable to pay any loss that may be incurred to the buyer. Except for the reasons specified in the Force Majeure Clause, the Corporation shall have the right to levy the penalty in case of delay.

Remaining terms & conditions are mentioned in the attached checklist.

ANNEXURE
INTEGRITY PACT FORMAT

Between

NMDC Ltd hereinafter referred to as **“The Principal”**

And

_____ hereinafter referred to as **“The Bidder / Contractor”**

Preamble

-

The Principal intends to award, under laid –down organizational procedures, contract/s for *(Description of the Equipment)*. The Principal values full compliance with all relevant laws and regulations, and the principles of economical use of resources, and of fairness and transparency in its relation with its Bidder/s and /or Contractor/s.

In order to achieve these goals, the Principal Cooperates with the renowned international Non-Governmental Organization “Transparency International” (TI). Following TI’s national and international experience, the Principal will appoint an external independent Monitor who will monitor the tender process from the beginning till execution of the contract for compliance with the principles mentioned HEREIN.

Section 1- Commitments of the Principal.

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
- I.No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract demand, take a promise for or accept, for him/herself or third person, any material benefit which he/she is not legally entitled to.
 - II.The Principal will, during the tender process treat all Bidders with equity and reason. The principal will in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential/additional information through which the Bidder could obtain an advantage in relation to the tender process or the contract execution.
 - III.The Principal will exclude from the process all known prejudiced persons.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary action.

-

SECTION - 2 Commitments of the Bidder/Contractor

- (1) The Bidder / Contractor commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
- I. The Bidder / Contractor will not, directly or through any other person or firm, offer, promise or give to the Principal, to any of the Principal’s employee involved in the tender process or the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange an advantage during the tender process or the execution of the contract.
 - II. The Bidder / Contractor will not enter with other Bidders into any illegal agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or action to restrict competitiveness.
 - III. The Bidder / Contractor will not commit any criminal offence under the relevant Anti-corruption Laws of India, further the Bidder/Contractor will not use improperly, for purposes of competition or personal gain, or pass on to others, any information

on provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

- IV. The Bidder/Contractor will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- (2) The Bidder / Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- (3) The Bidder / Contractor may indicate the advantage of his offer compared to the tender terms and conditions. The Bidder / Contractor shall not make any commitment whatsoever on the offers / products of other bidder(s) thereby influencing the principal to take decision of the former.

Section 3 - Disqualification from tender process and exclusion from future contract

1. If the Bidder, before contract award, has committed a serious transgression through a violation of Section 2 or in any other form such as to put his reliability or credibility as Bidder into question, the Principal is entitled to disqualify the Bidder from the tender process or to terminate the contract, if already signed, for such reason.
2. If the Bidder/Contractor has committed a serious transgression through a violation of section - 2 such as to put his reliability or credibility into question, the principal is entitled also to exclude the Bidder / Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors with the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.
3. If the Bidder / Contractor can prove that he has restored/recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.
4. A transgression is considered to have occurred if in light of available evidence no reasonable doubt is possible

Section 4 - Forfeiture of Earnest Money Deposit/Security Deposit

- (1) If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to forfeit the bidders Earnest Money Deposit.
- (2) If the Principal has terminated the contract according to section - 3, or if the Principal is entitled to terminate the contract according to section - 3, the principal shall be entitled to forfeit the Earnest Money Deposit/Security Deposit.

Section 5 - Previous Transgression

- (1) The Bidder declares that no previous transgression occurred in the last three years with any other company in any country confirming to the TI approach or with any other Public Sector Enterprise in India that could justify its exclusion from the tender process.
- (2) If the bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

Section 6 - Equal treatment of all bidders/contractors/sub-contractors.

- (1) The bidder/contractor undertakes to demand from all sub-contractors the commitment consistent with this integrity pact, and to submit it to the principal before contract signing.
- (2) The principal will enter into agreement with identical conditions as this one with all bidders, contractors and sub-contractors.
- (3) The principal will disqualify from the tender process all bidders who do not sign this pact and submit it to the Principal along with the offer.

Section 7 - Criminal charges violating Bidders/Contractors/Sub-Contractors

If the principal obtains knowledge of conduct of a Bidders/Contractors/Sub-Contractors, or of an employee or a representative or an associate of a Bidders/Contractors/Sub-Contractors which constitutes corruption, or if the principal has substantive suspicion in this regard, the principal will inform the vigilance office.

Section 8 - External Independent Monitor

- (1) The principal appoints competent and credible external independent Monitor for this Pact. The task of the monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairman of the Board of the Principal.
- (3) The Monitor has the right of access without restriction to all Projects documentation of the Principal. The Contractor will also grant the monitor, upon his request and demonstration of a valid interest, unlimited access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/Subcontractor with confidentiality.
- (4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (6) The Monitor will regularly submit a written report to the Chairman of the Board of the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- (7) If the Monitor has reported to the Chairman of the Board a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairman has not, with reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

-

Section 9 - Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the respective contract, and for all other Bidder's 6 months after the contract has been awarded.

Section 10 - Other Provisions

- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Corporate Office of the Principal.
- (2) Changes and supplements as well as termination notices need to be made in writing: Side agreements have not been made.
- (3) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (4) A person signing Integrity Pact shall not approach the Courts while representing the matters to IEMs and he/she will wait their decision in the matter.
- (5) Foreign bidders to disclose the name and address of agents and representatives in India and Indian Bidders to disclose their foreign principals or associate.
- (6) Bidders to disclose the payments to be made to agents/brokers or any other intermediary.
- (7) Bidders to disclose any transgressions with any other company that may impinge on the anti-corruption principle.

For the Principal

For the Bidder/Contractor

Place _____

Witness 1 : _____

Date _____

Witness 2: _____

ANNEXURE

Format for completeness of Integrity Pact

PART-A

CERTIFICATE

NAME OF THE TENDER:

TENDER ENQUIRY NO:

DATE OF TENDER ENQUIRY:

I/WE hereby undertake that

M/s. confirm completeness of "Integrity Pact" provided in Part-A of the tender document.

Signature of the authorized person

On behalf of M/s. _____

Place:

Seal and Signature

Date:

5. Purchase Preference (Centre)

Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. 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. If

L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for percentage of 25% of total value.

6. Purchase Preference (Centre)

Purchase Preference linked with Local Content (PP-LC) Policy:

The bid clause regarding “Preference to Make In India products” stands modified in this bid and shall be governed by the PPLC Policy No. FP-20013/2/2017-FP-PNG dated 17.11.2020 issued by MoP&NG as amended up to date. Accordingly, bidders with Local Content less than or equal to 20% will be treated as “Non Local Supplier”. The prescribed LC shall be applicable on the date of Bid opening. Sanctions on the bidders for false / wrong declaration or not fulfilling the Local Content requirement shall be as per the PPLC policy. Further following additional provisions are added in the certification and verification of local content provision of the Preference to Make in India clause:

- i. In case of foreign bidder, certificate from the statutory auditor or cost auditor of their own office or subsidiary in India giving the percentage of local content is also acceptable. In case office or subsidiary in India does not exist or Indian office/subsidiary is not required to appoint statutory auditor or cost auditor, certificate from practicing cost accountant or practicing chartered accountant giving the percentage of local content is also acceptable.
- ii. Along with Each Invoice: The local content certificate (issued by statutory auditor on behalf of procuring company) shall be submitted along with each invoice raised. However, the % of local content may vary with each invoice while maintaining the overall % of local content for the total work/purchase of the pro-rata local content requirement. In case, it is not satisfied cumulatively in the invoices raised up to that stage, the supplier shall indicate how the local content requirement would be met in the subsequent stages.
- iii. The bidder shall submit an undertaking from the authorized signatory of bidder having the Power of Attorney along with the bid stating the bidder meets the mandatory minimum LC requirement and such undertaking shall become a part of the contract.

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---