

**बिड दस्तावेज़ / Bid Document**

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	05-03-2026 12:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	05-03-2026 12:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	180 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Power
विभाग का नाम/Department Name	Contracts And Materials
संगठन का नाम/Organisation Name	Damodar Valley Corporation
कार्यालय का नाम/Office Name	Damodar Valley Corporation
कुल मात्रा/Total Quantity	27000
वस्तु श्रेणी /Item Category	Stable Bleaching Powder for Treatment of Water Intended for Drinking (V3) conforming to IS 1065 (Part 2) (Q3)
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Relaxation for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Relaxation for Years of Experience and Turnover	No
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Certificate (Requested in ATC),OEM Authorization Certificate,Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	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

**बिड विवरण/Bid Details**

दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / <b>Number of days for which Bid would be auto-extended</b>	7
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / <b>Number of Auto Extension count</b>	3
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
बिड का प्रकार/Type of Bid	Single Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	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**

आवश्यकता/Required	No
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**ईपीबीजी विवरण /ePBG Detail**

आवश्यकता/Required	No
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बोली विभाजन लागू नहीं किया गया/ Bid splitting not applied.

**एमआईआई खरीद वरीयता/MII Purchase Preference**

एमआईआई खरीद वरीयता/MII Purchase Preference	No
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**एमएसई खरीद वरीयता/MSE Purchase Preference**

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% तक की सीमा में हो / Purchase Preference to MSE OEMs available upto price within L1+X%	15

सूक्ष्म और लघु उद्यम को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MSE purchase preference	25
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1. 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.

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

### **Stable Bleaching Powder For Treatment Of Water Intended For Drinking (V3) Conforming To IS 1065 (Part 2) ( 27000 kilogram )**

#### **तकनीकी विशिष्टियाँ /Technical Specifications**

[\\* जेम केटेगरी विशिष्टि के अनुसार / As per GeM Category Specification](#)

विवरण/Specification	विशिष्टि का नाम /Specification Name	बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values)
Specification	<b>Governing Specification</b>	Conforming to IS 1065 (Part 2)
Type	<b>Type based on available chlorine</b>	Type 1 (min 34%)
Shelf Life	Shelf life	1 Year
Test Reports	<b>Agree to provide all relevant documents, Test Report/Supporting document / reports etc to the buyer at the time of bidding or on demand at the time of supply</b>	Yes

**Additional Specification Parameters - Stable Bleaching Powder For Treatment Of Water Intended For Drinking (V3) Conforming To IS 1065 (Part 2) ( 27000 kilogram )**

Specification Parameter Name	Bid Requirement (Allowed Values)
Packing	As per clause 6.1 of the Governing BIS specifications, IS 1065 (Part 2) : 25 kilogram
Marking	As per clause 6.2 of the Governing BIS specifications, IS 1065 (Part 2)
Material Requirement	As per Table 1 of the Governing BIS specifications, IS 1065 (Part 2)

\* Bidders offering must also comply with the additional specification parameters mentioned above.

**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	Kanhaiya Lal Vishwakarma	828207,Office of the Controller of Stores, DVC , Maithon, Post Office- Maithon Dam, Dhanbad	27000	60

**Special terms and conditions-Version:1 effective from 09-10-2025 for category Stable Bleaching Powder for Treatment of Water Intended for Drinking (V3) conforming to IS 1065 (Part 2)**

1. The product may also carry an ISI Mark as per the BIS standard governing this category. Buyers may, at their discretion, opt for ISI-marked products by indicating the requirement in the bid, after taking into account the number of valid licenses issued under the standard. In such cases buyer shall verify valid BIS License as per the governing standard mentioned in the product categories as applicable at the time of evaluation of BID and check the ISI marking on the products at the time of receipt of material before issuing of CRAC.

The valid BIS license status of sellers may also be viewed by buyer from the below link.

<https://www.manakonline.in/MANAK/ApplicationLicenceRelatedrpt>

or

[https://www.services.bis.gov.in/php/BIS\\_2.0/bisconnect/knowyourstandards/indian\\_standards/is\\_details](https://www.services.bis.gov.in/php/BIS_2.0/bisconnect/knowyourstandards/indian_standards/is_details)

Further Sellers must ensure that the products supplied have a minimum of 75% remaining shelf life at the time of delivery. Buyers may verify the remaining shelf life of the products at the time of delivery.

**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) : Only supply of Goods

## 3. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

**Description of Supply: “Procurement of Stable Bleaching Powder, Gr. I (in bags of 25 kg each) conforming to IS 1065-1989 for Water Treatment Plant at Low Level Pump House, DVC, Maithon, Panchet & Konar Project”.**

- A) Scope of Work & Technical Specification is attached in “Vol-IV of Buyer Added Bid Specific ATC” Document.**
- B) Instruction to Bidder: - As per Vol-II of “Buyer added Bid Specific ATC documents” attached below.**
- C) BOQ/Items: As per GeM bid document:**

Item	Category/ITEM	Unit	Quantity
1	Stable Bleaching Powder, Gr. I (in bags of 25 kg each) conforming to IS 1065-1989	KG	27000

## **D) Buyer Added Bid Specific Terms & Conditions:**

### **i) PRICE BASIS:**

The Contract Price shall be FIRM & FIXED during the entire execution of the Contract and shall not be subject to any variation except on account of Statutory Variation on direct transaction between the Employer (DVC) & the Contractor.

### **ii) TAXES, LEVIES AND DUTIES shall be as below:**

- (a)** Except as otherwise specifically provided in the Contract, the Contractor shall bear and pay all taxes, duties, levies, cess, etc. and charges assessed on the Contractor, its Subcontractors or their employees by all municipal, state or national government authorities in connection with the Facilities in and outside of the country where the Site is located.
- (b)** All taxes, duties, levies, royalties, fees, cess, etc in respect of the works, supply and all other services to be done by the Contractor as per the specifications of Bidding Documents and also taxes, duties, cess & levies as may be applicable on the materials used for the works, supply shall be to the contractor's account & included in the Contract Price. **The Contract price shall be inclusive of P&F Charge, Freight, GST & all other taxes, duties, levies, royalty, cess, fees etc. on FOR Destination Basis to the consignee location.**
- (c)** However, if DVC pays any taxes, duties, levies, cess, etc directly to the concerned statutory authorities, the same will be deducted from contractor's bill.
- (d)** Any changes in rate of GST and any new taxes, duties, levies, cess, etc. as imposed by statutory bodies after the last date of bid submission on the direct transactions between DVC and the Manufacturers/ Contractors/Service Providers /Suppliers will also be to the account of DVC as per rate ruling.

### **iii) MODE OF SUPPLY/ DELIVERY PERIOD/ COMPLETION PERIOD:**

- Material to be supplied strictly as per bid specification
- The materials shall be delivered on own arrangement of the Supplier.

- Material supplied will always be accompanied with manufacturer's test if any and guarantee certificate if applicable (period of guarantee as stated in guarantee clause of this NIT) and it will also be tested at site prior to acceptance.
- All safety measures should have to be adopted by the bidder to avoid transit loss / damage.
- **DELIVERY/COMPLETION PERIOD:** Materials are to be delivered to the consignee location within 60 days from the date of issuance of contract.

iv) **CONTRACT PERIOD:**

60 days from the date of issuance of contract.

v) **TRANSIT INSURANCE: As per GCC.**

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vi) **PAYMENT TERMS:**

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**TERMS OF PAYMENT:**

**1. Payment shall be made after fulfilling all the following conditions by the Bidder:**

- Acceptance of Letter of Award (LOA).
- Acceptance of Performance Security in respect of the Contract as per clause no. (VII) of ATC (if applicable).

**2. The payment terms shall be as below:**

**100% payment** alongwith with full GST at actual, subject to the limit as quoted for such item, will normally be made by the purchaser to the Vendor through NEFT/RTGS within 15 working days from the date of receipt of material at site and after inspection & acceptance thereof or from date of receipt of invoice whichever is later.

**Note:**

- The agency has to submit bills in triplicate duly pre-receipted in original subject to prior acceptance of SDPG.
- All payments to the vendors will be released through RTGS/NEFT only.

vii) **SECURITY DEPOSIT-CUM-PERFORMANCE GUARANTEE:**

**For procurement up-to Rs. 1 Crore, security deposit shall be recovered as Pro-rata deduction @ 3% from the RA bills and it will be released after Performance Guarantee period.**

viii) **AGREEMENT CLAUSE:**

NOT APPLICABLE

ix) **L.D CLAUSE:**

As per General Terms & Conditions of GeM.

- The Contractor shall commence work on the Facilities as per Letter of Award. The Contractor shall thereafter proceed with the Facilities in accordance with the time schedules specified in Time Schedule to the Contract Agreement/Delivery Period.

If the Seller/Service Provider fails to deliver any or all of the Goods/Services within the original/re-fixed delivery period(s) specified in the contract, the Buyer will be entitled to deduct/recover the Liquidated Damages for the delay, unless covered under Force Majeur conditions aforesaid, @ 0.5% of the contract value of delayed quantity per week or part of the week of delayed period, until actual delivery or performance, as pre-estimated damages not exceeding 5% of the total contract value without any controversy/dispute of any sort whatsoever. However, in case of inordinate delay maximum deduction shall be 10% of the total contract value.

In cases, where the works/supply/services extend beyond the contractual completion sc

chedule/delivery period and provisional extension order is issued without deciding on the application of LD, no amount from the RA bill will be deducted as "withheld LD" amount in case where adequate retention payment (over and above SD) remains with DVC as per terms of the contract.

- b) Alternatively, the Purchaser reserves the right to purchase / outsourced the material / spares / equipment / works / service from elsewhere at the sole risk and cost of the Vendor and recover all such extra cost incurred by the Purchaser in procuring the material/ works/service by the above procedure.
- c) Alternatively, Purchaser may cancel the Order / Contract completely or partly without prejudice to its right under the alternatives mentioned above.
- d) In the event of recourse to alternative (a) & (b) above, DVC will have the right to re - purchase / outsource the works to meet the urgency in requirement caused by Vendor's failure to comply with the schedule of completion of the work irrespective of the fact whether the works are similar or not.'

x) **RISK AND PURCHASE CLAUSE:**

As per the provision of Vol-II: ITB under **Buyer Added Bid Specific ATC** of Bid Document.

xi) **QUALITY ASSURANCE PLAN:** NOT APPLICABLE

xii) **GUARANTEE / WARRANTY/DEFECT LIABILITY PERIOD:**

All the supplied material shall warrant that all materials to be supplied by the agency shall be new, unused and confirmed to the purchaser/owners' requirements and specifications. The guarantee shall be for **12 months from the date of supply (i.e. Shelf life of material)** & further acceptance against any defect in material/ manufacturing/ workmanship and defective material shall be replaced /fabricated/assembled free of cost and arrangements basis. The guarantee period for such replaced part shall be same as that of materials specified.

xiii) **INSPECTION /Checking/Test:**

INSPECTION/CHECKING/TESTING/STANDARDS shall be as per the Technical Specification/Scope of work under Volume-IV -Section-I of this Bidding Documents At DVC Site by Engineer-In-Charge or his representative.

If any item as mentioned in purchase order is found missing or incomplete at the time of opening of packing during inspection, vendor shall supply the same on Free of cost basis. Also, if upon delivery, the material does not meet the required technical specifications or items are missing, the material shall be rejected and vendor will be intimated for repair/modify or for replacement.

xiv) **SUB-LETTING & ASSIGNMENT:**

Subletting of the contract will be guided as detailed in the Clause No.-23 of DVC's General Conditions of Contract (GCC) & Debarment Policy of DVC.

The Vendor shall not sub-let or assign any part of this Purchase Order/ contract to any other vendor/agency without the prior written consent of the Purchaser / owner. Such assignments or subletting or transfer shall not relieve the Vendor from any obligation, duty and responsibility under this Purchase Order / contract. Any assignment, transfer or sub-letting without the prior written approval of the Owner shall be void. The Purchaser/ owner shall have the right to cancel the order/contract and to purchase the goods/services from elsewhere and the supplier/vendor shall be liable to the Purchaser / owner for any loss or damage which the Purchaser / owner may sustain in consequence or arising out of such purchase and the Vendor shall indemnify such loss or damage to the Owner.

xv) **CONSIGNEE/ ENGINEER-IN- CHARGE WITH ADDRESS:**

**Consignee as per GEM---: Sr. Manager/ Manager, Unified Store, DVC, Maithon, P.O. - Maithon Dam, District- Dhanbad, Jharkhand, Pin- 828207.**

**ENGINEER-IN- CHARGE: Sr. Manager (C)/ Engineer-In-Charge (C), Colony Civil Division, DVC, Maithon**

xvi) **PAYING AUTHORITY:**

General Manager (Finance), Unified Accounts, DVC, Mejia Thermal Power Station, P.O. MTPS,

District Bankura, West Bengal, 722183.

DVC Jharkhand **GST No: 20AABCD0541M1Z5**, DVC West Bengal **GST No:19AABCD0541M1Z0**.

Bill / Invoice to be submitted by the supplier to the Consignee/ Engineer-In-Charge, along with all necessary documents (e.g. Copy of GST Invoice / Copy of Despatch Clearance if applicable/ Copy of receipted challan for materials if applicable, if any etc.).

xvii) **PENALTY CLAUSE:** Not applicable for instant tender.

xviii) **TERMINATION:** As Per the Clause of the clause no. 24 of Optional terms & condition of Contract of GCC.

xix) **FORCE MAJEURE:** As Per the Clause No. 16 of GCC.

xx) **BILL TRACKING SYSTEM:**

It has been advised to the bidders that all the bill/invoice (digitally signed by signatory authority) related to P.O./W.O. must be processed through DVC Portal with following link <https://www.dvc.gov.in/billtracking/vendor/login>. Detailed guidelines related to Vendor Registration & Processing of Bill for Vendor Bill Tracking are available in the DVC portal under PROCUREMENT. (under PROCEREMENT tab of DVC homepage <https://www.dvc.gov.in/>).

The Vendors on award of contract need to register themselves & submit their contract related bills online. After submission of the bill, a cover letter containing unique bill ID shall be generated which must be submitted to DVC along with other payment related documents in hardcopy.

xxi) **EPF & ESI PROVISION:** NA

xxii) **Price Break UP:**

Final Price break-up submitted by Techno-commercially & NIT complied L1 bidder on opening of price part shall be part of the contract.

xxiii) **Deviation in the technical specification** by offering the superior quality material at no separate or additional cost implication to DVC will be accepted subject to due intimation by the vendor and thereafter approval by DVC.

xxiv) **GOVERNING LAWS:**

The Contract shall be governed by and interpreted in accordance with laws in force in India. The Courts of Kolkata shall have exclusive jurisdiction in all matters arising under the Contract.

xxv) **SETTLEMENT OF DISPUTES AND ARBITRATION:**

As per Clause no. 20 of Additional terms & Conditions of contract of GCC.

xxvi) **Bidders are requested to go through Bid document comprising following of documents before submission of offers in GeM Portal.**

a) **GeM's Bid Document.**

b) **Buyer Added Bid Specific Terms and Conditions.**

c) **Buyer Added Bid Specific ATC.**

1. **Vol-I:** Invitation for Bids (IFB),

2. **Vol-II:** Instructions to Bidders (ITB)

3. **Vol-III:** General Conditions of Contract (GCC) and Debarment Policy

4. **Vol-IV:** Scope of Work, Technical Specification, Drawing, QAP (if applicable) and Other Terms & Conditions

5. **Vol-V:** Bid Forms and Procedures (BFP)

d) **GeM's** General Terms and Conditions.

**NOTE:**

1. **Buyer Added Bid Specific Terms and Conditions** as above and all other terms and conditions of **Vol-I: Invitation for Bids (IFB), Vol-II: Instructions to Bidders (ITB) & Vol-IV: Scope of Work, Technical Specification, Drawing, QAP(if applicable) , Other Terms & Conditions and Vol-V: Bid Forms and Procedures (BFP)** shall supplement/amen

d the corresponding clauses of DVC's General Conditions of Contract (GCC). Wherever there is any conflict, the provisions in Buyer Added Bid Specific Terms & Conditions and all other terms & conditions of **Vol-I: Invitation for Bids (IFB), Vol-II: Instructions to Bidders (ITB)** , **Vol-IV: Scope of Work, Technical Specification , Drawing, QAP(if applicable) and Other Terms & Conditions** and **Vol-V: Bid Forms and Procedures (BFP)** shall prevail over those in the DVC's GCC. (Copy of GCC attached in Volume-III of of Buyer Added Bid Specific ATC" Document.-**click on the link to download the file**)

2. Other Terms & Conditions shall be covered as per the General terms & conditions (GTC) of GeM & General Conditions of Contract (GCC) of DVC which are not specifically mentioned in the Bid Document.
3. If there is any conflict between General terms & conditions (GTC) of GeM and the General Conditions of Contract (GCC) of DVC, then General Terms & Conditions (GTC) of GeM shall prevail over General Conditions of Contract (GCC) of DVC.

XXvii) **Submission of Documents:** As per formats given in "Vol-V : Bid Forms and Procedures (BFP)" & Check List of "Buyer Added Bid Specific ATC" Document.

**Please click on the below given link to open "Buyer Added Bid Specific ATC" Document.** (please go through it).

#### 4. Buyer Added Bid Specific ATC

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

### अस्वीकरण/Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the

case may be.

15. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
16. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

**All GeM Sellers/Service Providers shall ensure full compliance with all applicable labour laws, including the provisions, rules, schemes and guidelines under the four Labour Codes i.e. the Code on Wages, 2019; the Industrial Relations Code, 2020; the Occupational Safety, Health and Working Conditions Code, 2020; and the Code on Social Security, 2020 as and when notified and brought into force by the Government of India.**

**For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972, etc. and relevant State Rules) shall continue to remain applicable.**

**The Seller/ Service Providers shall, therefore, be responsible for ensuring compliance under:**

- **All notified and enforceable provisions of the new Labour Codes as mentioned hereinabove; and**
- **All operative provisions of the erstwhile Labour Laws until their complete substitution.**

**All obligations relating to wages, social security, safety, working conditions, industrial relations etc. and any other statutory requirements shall be strictly met by the Seller/ Service Provider. Any non-compliance shall constitute a breach of the contract and shall entitle the Buyer to take appropriate action in accordance with the contract and applicable law.**

[यह बिड सामान्य शर्तों के अंतर्गत भी शासित है /This Bid is also governed by the General Terms and Conditions](#)

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।/In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

**---धन्यवाद/Thank You---**