

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	17-08-2026 15:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	17-08-2026 15:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	90 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Coal
विभाग का नाम/Department Name	Nlc India Limited
संगठन का नाम/Organisation Name	Nlc India Limited
कार्यालय का नाम/Office Name	Centralised Thermal Contracts Nntps Campus
शिकायत निवारण के संपर्क विवरण/ Contact details of Grievance redressal	HOD Email id :conts.thermal@nlcindia.in Buyer Email id: prabaharan77@nlcindia.in
वस्तु श्रेणी /Item Category	Repair and Overhauling Service - Supply and erection of ceramic fibre insulation for HP & IP Turbine and its valves including LP bypass valve of unit-II; As per scope of work; Yes; Buyer Premises
अनुबंध अवधि /Contract Period	11 Month(s)
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Relaxation for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Relaxation for Years of Experience and Turnover	No
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेन् है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	No

बिड विवरण/Bid Details	
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	2
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	7
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	3
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	5 Days
Payment Timelines	Payments shall be made to the Seller within 30 days of issue of service delivery acceptance certificate (SDAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC)
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है / Financial Document Indicating Price Breakup Required	Yes
मध्यस्थता खंड/Arbitration Clause	Yes (Arbitration clause document) as per DoE OM No.F.1/2/2024-PPD dated 03.06.2024 Arbitration should not be routinely included in contracts
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईएमडी राशि/EMD Amount	59000

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).	17

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

(c).ईएमडी और संपादन जमानत राशि लाभार्थी के पक्ष में होनी चाहिए। / Earnest Money Deposit (EMD) shall also be accepted by the buyer in the form of a surety bond.

लाभार्थी /Beneficiary :

NLCIL

Centralised Thermal Contracts NNTPS Campus, NLC India Limited, NLC India Limited, Ministry of Coal
(Nlc India Limited)

UIN Number NCTGC2415P

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

एमआईआई अनुपालन/MII Compliance

एमआईआई अनुपालन/MII Compliance	Yes
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एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं/सेवा प्रदाता को खरीद में प्राथमिकता, यदि उनका मूल्य $L1+X\%$ / Purchase Preference to MSE OEMs/ Service Provider available upto price within $L1+X\%$	15
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माता/सेवा प्रदाता को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Percentage of Bid quantity/amount for MSE OEMs/ Service Provider Purchase preference	100

ट्रेड्स भुगतान संबंधी विवरण/TReDS Payment Details

This Bid provides for Trade Receivables Discounting System (TReDS) as Preferred mode of payment. For MSME sellers, payments may be processed through a TReDS exchange in which the Buyer is registered, subject to applicable policy and regulatory guidelines. Accordingly, sellers intending to avail payment through TReDS are required to be registered with at least one TReDS exchange in which the buyer is registered.

Limited Tender

Limited Tender Applicable	Yes
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Reason	The competent authority in the Ministry or Department has certified that the demand is urgent, and any additional expenditure involved by not procuring through advertised tender enquiry is justified in view of urgency. The Ministry or Department has placed on record the nature of the urgency and reasons why the procurement could not be anticipated.
List of Seller Organization for participation	*****, ***** , *****

1. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs having valid Udyam Certificate 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. In respect of bid for Services, the bidder must be the Service provider of the offered Service. 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. 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 in case of product bids, whereas in case of services the eligibility is automatically validated. 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 100% (selected by Buyer) percentage of total quantity. The buyers are advised to refer the [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.

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

Scope of Work:[1784870407.pdf](#)

Terms and Conditions pertaining to the Bid/Contract:[1784870411.pdf](#)

Financial Break up Format:[1784870413.pdf](#)

Product Details:[1785144512.pdf](#)

Pre Bid Detail(s)

मूल्य भिन्नता खंड दस्तावेज़/Pre-Bid Date and Time	प्री-बिड स्थान/Pre-Bid Venue
06-08-2026 11:00:00	Central Contracts/Thermal, First Floor, AO Building, NNTPS Campus, NLC India Ltd., Neyveli.

Repair And Overhauling Service - Supply And Erection Of Ceramic Fibre Insulation For HP & IP Turbine And Its Valves Including LP Bypass Valve Of Unit-II; As Per Scope Of Work; Yes; Buyer Premises (1)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Product Category	Supply and erection of ceramic fibre insulation for HP & IP Turbine and its valves including LP bypass valve of unit-II
Product Brand	As per scope of work
Spares Required	Yes
Place of Repair/Maintenance	Buyer Premises
एडऑन /Addon(s)	
अतिरिक्त विवरण /Additional Details	
Product Details	Supply and erection of ceramic fibre insulation for HP & IP Turbine and its valves including LP bypass valve of unit-II

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	No
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अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

प्रेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.No.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of Products to be Repaired	अतिरिक्त आवश्यकता /Additional Requirement
1	Jishnu P V	607807,TPS-II Expansion, NLC India Ltd., Neyveli - 607 807	1	N/A

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

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

Text Clause(s)

SCOPE OF WORK

- 1.0 Supply and Erection of Ceramic fibre insulation to suit the service temperatures, design conditions, surface of the component given. The ceramic fibre of specified density and thickness (minimum) as given in our specification table is to be ensured for each component.

2.0 Specification of Ceramic Fibre Blanket should be as follows:

2.1 Resistance to Temp: Up to 1260-degree C.

2.2 Thermal Conductivity: Max 0.081W/mK @ 300-degree C.

2.3 Chemical: Al₂O₃: 41- 48%, SiO₂: 49 -58% as per IS:15402:2003.

Note: Test certificates are to be furnished before commencement of insulation work.

3.0 Complete supply of material, transportation to site.

4.0 Supply of labours, expert technicians and supervisor.

5.0 Cleaning the surface to be insulated.

6.0 Erection of insulation at site.

7.0 Providing and welding SS304 fully threaded rods and any reinforcements to hold the ceramic blankets in position for valves and turbine casing.

8.0 Erecting Scaffolding for the insulation work supply of scaffolding materials such as pipes and clamps under the scope of NLCIL.

9.0 Application of CAT 9 cement and cladding as applicable.

10.0 Details of Minimum Density & Thickness of insulation required.

Sl. No.	Description	Approx. surface Area Sqm	Service Temp	Thickness of ceramic Fibre Blanket of 128Kg/Cu.m (mm)	Additional Thickness of ceramic Fibre Blanket of 96 Kg / Cu.m (mm)
1	HP Turbine outer casing- Top half with HPSV and CV	50	535	50	300
2	HP Turbine outer casing- Bottom half with outlet pipe		535	50	350
3	IP Turbine Outer casing - Top Half with inlet pipe & IPSV and CV	50	535	50	200
4	IP Turbine Outer casing - Bottom half with inlet pipe		535	50	250
5	LP By Pass Valves	5	535	50	200

Note

a) The thicknesses, density mentioned above are only indicative and minimum requirement. The bidder has to design to achieve the Cold face temperature not exceeding 60°C. This may be done even by laying higher density ceramic fibre for the total thickness if necessary, however by not exceeding the thicknesses mentioned, due to space constraints.

b) The areas of components mentioned are only very approximate with refer

ence to the drawings and the bidder shall make on the spot assessment before quoting for the tender enquiry.

11.0 SPECIFICATIONS:

- 11.1 The insulation consists of multiple layers of ceramic fibre blankets with outside glass textile cladding, stainless steel mesh, aluminium foil, SS threaded rods and suitable anchoring material, outside glass textile cladding, CAT-9 cement layer and epoxy coating.
- 11.2 Providing and welding SS304 threaded rods of size 8mm Dia at 500mm centre to centre to hold the ceramic fiber blankets in position.
- 11.3 Providing and fixing two layers of 25mm thick ceramic fiber blanket having density of 128 kg/cu.m in position using SS wire netting of size 1/2 inch x22SWG, SS wire, washers and double MS nuts.
- 11.4 Providing and fixing ceramic Fiber blankets having density of 96 kgs/cum in multiple layers to build required thickness and using SS wire netting of size 1/2-inch x22SWG. Nuts and washers shall be provided for every 50mm thickness. Required thickness of insulation for each component is to be furnished.
- 11.5 Wrapping for the insulation is glass cloth of minimum 600 GSM by means of GI wire for casing and valves and 22SWG aluminium sheet for pipelines as weather proofing. Further, the insulated casing shall be provided with GI wire netting of size 1/2-inch x22SWG and over that CAT-9 hard setting compound of thickness 20mm.
- 11.6 Finally Oil proof coating such as Epoxy paint shall be provided over the CAT-9 plastered surface in order to avoid oil soaking.
- 11.7 At the front and rear end of HP & IP Turbine casings, a 2mm thick aluminium shield plate must be provided.
- 11.8 In the bottom of the turbine 20% extra insulation may be provided and extra reinforcement may be necessary for fixing.
- 11.9 Aluminium foil covering: Bolts, studs, nuts, key areas (HP & IP Turbine casing bottom), flanges of the insulated areas under the scope viz HP Turbine, IP Turbine, Turbine Valves, connected pipe lines, IP Turbine outlet pipe line bellows etc have to be covered with aluminium foil firmly using binding wire.

12.0 DESIGN CONDITIONS:

- 12.1 Insulation must withstand the service steam temperature of 550°C. The ceramic Fiber blanket material melting temperature should be above 1000°C.
- 12.2 The cold face temperature over insulation must not exceed ambient room temp by 20°C. The existing ambient room temp shall be taken as 40°C for the calculation purpose.
- 12.3 The Insulation shall be designed such that the difference in temperature between the upper and lower metallic parts of HP & IP turbine casings in the governing stage shall not be more than 30° C.
- 12.4 It is to be ensured that there are no inside air pockets.

- 12.5 Test connections shall be brought out and/ or provided with tunnel/collar.
- 12.6 While designing for piping insulation, the following points to be taken care of:
 - 12.6.1 Thermal expansion should not cause gaps
 - 12.6.2 Flange connections, drain connections, pressure gauges, thermo wells, instrument parts should be taken care of and should not cause any damage during laying of insulation or cementing process.
 - 12.6.3 In the parting plane area of turbine casing, it is to be ensured that there are no air pockets.

13.0 NLCIL SCOPE:

- 13.1 Electricity
- 13.2 Raw water
- 13.3 EOT Crane usage in TG hall.
- 13.4 Storage space for required quantity of insulation materials.

2. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

SPECIAL CONDITIONS

Part-I

- 1.0 The works listed in the scope are only indicative and not exhaustive. The entire work shall be carried out under the guidance of the corporation engineers. The norms prescribed by the corporation engineers are to be kept up.
- 2.0 The Contractor must be prepared to start the work immediately on receipt of the work order & release of the front.
- 3.0 Arranging all the requisite Tools & Tackles including consumables & supply of material, if any, is strictly under the scope of the contractor.
- 4.0 Transportation that may be required for men & materials related to the works specified shall be arranged by the contractor himself.
- 5.0 The contractor should engage his workmen and supervisor must have adequate knowledge and awareness of the safety regulations to be adopted while working in Thermal Power Station - II Expn.
- 6.0 It is the responsibility of the contractor to ensure usage of safety appliances and follow the safety rules of TPS-II Expn, NLCIL, when the work is carried out inside TPS- II Expn.
- 7.0 The contractor must bring his own safety appliances viz. helmets, safety belts, goggles, gloves, mask etc.
- 8.0 NLCIL shall not hold itself responsible for any untoward incident-taking place at site and Contractor will be held responsible for any incident/accident etc. taking place at site and is liable to pay compensation to the victim.
- 9.0 On completion of the work, the contractor must ensure cleaning the site off any debris and the collected debris must be dumped at the place specified by NLCIL engineers.
- 10.0 Any damage caused to the NLCIL materials will be recovered from the contractor
- 11.0 Electricity, service air & service water shall be supplied by NLCIL at free of cost.
- 12.0 Storage area will be provided by NLCIL at free of cost.
- 13.0 Disconnection of power cables, Vibration probes, and temperature sensors in Thrust bearing and in motor will be carried out by NLC India Ltd.
- 14.0 All Consumables mentioned including mentioned in scope of work to be brought by the contractor.

Part-II

1.0 SUPERVISOR CHARGES - PENALTY CLAUSE

- 1.1 In case the specified site supervisor is not engaged by the contractor for the days as per site requirement, then a penalty of **1.5 times of the supervisory charges** shall be deducted from the bills of the contractor on pro-rata attendance basis.
- 1.2 The attendance details of the supervisors shall be maintained with the signature of the supervisor, countersigned by the Contractor as well as the NLCIL official concerned.
- 1.3 Payment of wages to the supervisor and PF and other statutory remittance, if applicable, will be in the scope of the Contractor.
- 2.0 Tools & tackles, lifting machines & Safety appliances that are used for the work or by the workmen should possess ISI mark and valid test certificate from the competent authority.
- 3.0 The Contractor should observe all safety rules and regulations in force and ensure that all necessary safety precautions are followed up strictly for the safety of workers engaged in the work.
- 4.0 The Contractor should engage adequate man power having appropriate skills with the approval of the NLCIL officials to carry out and complete the works. Any extra time / over time engagement of the man power shall be the contractor's responsibility.

5.0 RATE OF WAGES

The present rates of wages payable to various categories of contract workers and Supervisor are as below:

TABLE

Category	Wages to be paid		Total wages (Rs. per day)
	Rate of wages (Rs. per day)	Dearness allowance-(D A) w.e.f 01.04.2026 (Rs. per day)	
USK	350.00	206	556
SSK / Supervisor	410.00	240	650
SK	494.00	287	781
HSK	579.00	339	918

6.0 RATE OF WAGES / DA PAYABLE TO THE WORKMEN

The contractor has to pay the rates of wages / DA as per Table above as announced by NLCIL and any revision of rates of wages / DA from time to time. However, in case of any revision of rates of wages / DA notified during contract period, the contractor shall pay the same along with P.F. & ESI component for the various categories of labour component.

7.0 RATE REVISION

(NOT APPLICABLE).

8.0 CONTRACT WORKMEN DEATH RELIEF FUND (CWDF)

- 8.1 An amount equivalent to 0.2% (zero point two percent) of gross value of every bill payable (before statutory, non statutory deductions) shall be deducted towards "Contract Workmen Death Relief Fund" (CWDF) from the contractors for the works carried out by the contractor. No provision has been made in the estimate towards the above deduction.
- 8.2 Based on the modified DRF scheme, monthly contributions to the death relief fund of Contractor

t Workmen / Supervisors shall be deducted by the Contractor Employers concerned @ Rs.25/- from every contract workman / Supervisors engaged by Contractor Employer for the works in NLCIL from their salary /wages payable. In order to facilitate this, necessary deduction will be made from the bills of the Contractor employers based on Form - D (Attendance Register) & Form -B (Wage Register) Equal monthly contribution to the fund @ Rs.25/- per contract workman / Supervisors will be made by the Principal Employer NLCIL i.e. the Concerned Unit Head / Unit Accounts Centre.

9.0 **CONTRACT WORKMAN AGE**

The contractor shall not engage workmen beyond 60 years and the Contractor shall also produce the required age proof for the workmen engaged by him, while applying for entry permit for first time.

10.0 **ESI & EPF**

The Contractor Employers shall be required to undertake the responsibility of remitting the contribution/ subscription etc., of the contract workman engaged by them towards EPF, ESI etc., (as applicable) and NLCIL as the principal employer, will ensure compliance under the relevant applicable statutes by verifying the remittance made by the Contractor Employers before releasing part / final bills.

11.0 **BONUS**

The contractor shall ensure payment of minimum bonus of 8.33% of the annual wages to the contract workmen engaged by them for more than 30 days subject to the wages ceiling as provided under Payment of Bonus Act, 1965 and failure in this regard will be treated as violation of the terms of the contract.

12.0 **SAFETY**

Personal protective equipments (PPE) ie like Helmet, Safety shoe, Goggles etc by to be provided by the contractor and it is in the scope of the contractor.

13.0 **PRICE REDUCTION CLAUSE**

Time is the essence of the contract. In case the contractor fails to complete the works within the stipulated period (**as per Sl.No.16.2 of Part-II Special Conditions**), then, unless such a failure is due to Force Majeure or due to Purchaser's defaults, the total contract price shall be reduced by ½% (half percent) of the total contract price per day of delay or part thereof subject to a maximum of 5% of the total contract price, by way of reduction in price for delay and not as penalty.

14.0 **GUARANTEE FOR WARRANTY**

The Guarantee for warranty for the work is applicable against defective workmanship for a period of 18 months from date of completion of the work in a non-judicial stamp paper for a value of Rs80/-.

15.0 **CONTRACT PERFORMANCE GUARANTEE**

The contractor shall be required to furnish the Contract Performance Guarantee in Rs.80/- non judicial stamp paper within 15 days from the date of completion of work, from any nationalized bank for 100% of the contract value and it shall guarantee the faithful performance of the contract including warranty obligations in accordance with the terms and conditions specified in tender documents. After acceptance of CPBG, the SD already deducted will be returned.

16.0 **PERIOD OF CONTRACT**

16.1 The period of contract is Eleven Months from the date of commencement of Contract.

Note:

Lead days of 1 day are provided to the Service Provider for necessary mobilization for offering service. Thus the service start date will commence from minimum 1 day after contract generation date.

16.2 Period of Work:

16.2.1 The period of work shall be 9 days from the date of handing over of site.

16.2.2 Mobilization period shall be 7 days before the handing over of site. The exact date of start of work will be intimated at least 7 days in advance.

17.0 **PAYMENT TERMS**

90% of payment will be made within 30 days after completion of entire work. Balance 10% of payment will be made after finalization of contract.

18.0 **GST (Goods and Service Tax)**

Contractor has to furnish the **GST Registration number** with relevant documentary evidence.

Contractor has to comply with the GST Act/ Rules.

19.0 NLCIL reserves the **right to short close / extend the contract** due to special circumstances.

3. **Buyer Added Bid Specific SLA**

File Attachment [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.

This Bid is governed by the [सामान्य नियम और शर्तें/General Terms and Conditions](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in सामान्य नियम और शर्तें/General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्यवाई 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---