

बिड दस्तावेज़ / Bid Document

बिड विवरण / Bid Details	
बिड बंद होने की तारीख/समय / Bid End Date/Time	16-09-2026 11:00:00
बिड खुलने की तारीख/समय / Bid Opening Date/Time	17-09-2026 11:00:00
बिड पेशकश वैधता (बंद होने की तारीख से) / Bid Offer Validity (From End Date)	120 (Days)
मंत्रालय/राज्य का नाम / Ministry/State Name	Pmo
विभाग का नाम / Department Name	Department Of Atomic Energy
संगठन का नाम / Organisation Name	Nuclear Power Corporation Of India Limited
कार्यालय का नाम / Office Name	Kaiga Karnataka
शिकायत निवारण के संपर्क विवरण / Contact details of Grievance redressal	HOD Email id : suhod8207@npcil.co.in Buyer Email id: rabuyer6476@npcil.co.in
वस्तु श्रेणी / Item Category	Refilling of Industrial Gases in Cylinders - CO2 Gas (Ultra High Pure) 99.99%; Kilogram (KG)
अनुबंध अवधि / Contract Period	1 Year(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	Certificate (Requested in ATC), Additional Doc 1 (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?	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

बिड विवरण/Bid Details	
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
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	7 Days
Payment Timelines	Payments shall be made to the Seller within 10 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	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईएमडी राशि/EMD Amount	158481

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).	14

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

SITE DIRECTOR, KAIGA SITE (In case EMD/ e-PBG is submitted in the form of Bank Guarantee)
ADDRESS :- THE HEAD, CONTRACTS & MATERIALS MANAGEMENT, NUCLEAR POWER CORPORATION OF INDIA LIMITED, KAIGA GENERATING STATION, PO KAIGA, VIA- KARWAR, UTTARA KANNADA DISTRICT- 581400, KARNATAKA.
(Site Director)

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.

S.No.	Name
1	M1XCHANGE

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.

एक्सेल में अपलोड किए जाने की आवश्यकता /Excel Upload Required :

Detailed price schedule to be uploaded with Part-II price bid only strictly as per format attached. - [1787997577.xlsx](#)

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

Any additional documents/Terms and Conditions to be mentioned by Buyer:[1785821303.pdf](#)

Scope of Work:[1787997484.pdf](#)

Refilling Of Industrial Gases In Cylinders - CO2 Gas (Ultra High Pure) 99.99%; Kilogram (KG) (15000)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Type of Industrial Gases	CO2 Gas (Ultra High Pure) 99.99%
Unit of Measurement	Kilogram (KG)
एडऑन /Addon(s)	
Repair/Replacement of Damaged Cylinder Valves	Yes
Repair/Replacement of Defective Cylinder Spindles	Yes
Hydro Testing of Cylinder	Yes
Painting of Cylinders	Yes
Repair/Replacement of Cylinder Cap/Guards	NA
Repair/Replacement of Neck Ring	NA
Repair/Replacement of Gland Nut	Yes
Removal of Oil traces	NA
Painting of Labels on cylinder	NA
Chemical Wash of Cylinder	NA
Purging of Cylinders	NA
Additional Testing of Cylinders	Yes
Cylinder Pre Conditioning	NA

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**परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity**

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Estimated Quantity (as per Unit of Measurement selected by buyer)	अतिरिक्त आवश्यकता /Additional Requirement
1	Gajanan D Naik	581400,Plant Site, Kaiga Generating Station, PO: Kaiga	15000	• Estimated no. of defective cylinder valves to be repaired/replaced : 20 • Estimated no. of defective spindles to be repaired/replaced : 20 • Estimated no. of cylinders for Hydro testing : 120 • Estimated no. of cylinders to be painted : 120 • Estimated no. of defective Gland Nuts to be repaired/replaced : 20 • Estimated No. of Cylinders for Additional Testing : 120

क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें/Buyer Added Bid Specific Terms and Conditions**1. Generic**

OPTION CLAUSE 25% : The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, the contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration.

For lumpsum-based service contracts, the buyer may increase the scope of work and contract value up to

25 percent with the consent of the service provider

2. **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 100% of total value.

3. **Certificates**

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

4. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

NOTE

1. Bidders may please note in case of award of contract against the subject bid, Delivery instructions as per Annexure-D attached in Buyer Uploaded ATC Document shall be applicable.
2. The documents not submitted along with the bid and clarifications sought during the evaluation stage, but now being submitted during representation shall not be considered for evaluation.
3. Unloading at Consignee location is in the scope of the NPCIL and Sellers shall exclude the Unloading Charges from the prices quoted for the items under the bid. However, the consignment/s shall be properly packed as per industry standards of respective categories of products to avoid damage during unloading at the consignee's site".

4. **Payment Document:** The seller has to submit the below said documents to paying authority immediately after dispatching material to the Consignee:

4.1: Original Invoice clearly marked for 'Bill to - Paying authority' and 'Shipped to - Consignee'.

4.2: Annexure-F (copy enclosed in Buyer uploaded ATC document).

4.3: Seller's Bank details.

4.4: E-invoice **if applicable** to Seller based on his turnover

4.5: Test certificate (if applicable).

As payment is to be released in a time bound manner, non-receipt of this document in time may lead to rejection of supplies.

5. The bidder is required to upload Make in India declaration as per Annexure-M (sample/specimen format attached in "buyer uploaded ATC Document") from the OEM/OES, along with their offer.
6. Only service providers quoting for services rendered by them shall be eligible for availing benefits under the Public Procurement Policy for MSE Order 2012. Dealers/Distributors/Sole Agents/Resellers/Traders/Stockiest will not be considered for benefits under the subject policy and are required to pay requisite EMD as stipulated in the Bid document. Seller declaration stating that the offered service will be rendered by them shall be submitted along with bid, at Additional document(Requested in ATC) link only.

Seller declaration stating that the service required will be rendered by them shall be submitted along with bid. (**Annexure J** - sample format attached in "Buyer Uploaded ATC Document")

7. "BID SECURITY" also known as Earnest Money Deposit (EMD):

Earnest Money Deposit shall mean Insurance Surety Bond, Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the Commercial Banks or payment online in an acceptable form as defined in the bid document, safeguarding the purchaser's interest in all respects.

Acceptable Forms of EMD:

7.1 Bidders can also submit the EMD with **Account Payee Demand Draft** in favour of **Accounts Officer NPCIL Kaiga** payable at NPCC Kaiga Branch.

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

7.2 Bidders can also submit the EMD with **Banker's Cheque** in favour of **Accounts Officer NPCIL Kaiga** payable at NPCC Kaiga Branch.

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

7.3 Bidders can submit EMD preferably through **SBI Collect Facility**. Steps to follow to avail this facility are detailed below:

7.3.1 Go to authenticate website of SBI online.

7.3.2. Go to SBI collect tab & click.

7.3.3. Go to PSU-Public Sector Undertaking tab & click

7.3.4 Type "Nuclear Power Corporation of India" in search bar.

7.3.5. Select "Karnataka" as State in filter option in State tab.

7.3.6. Select payment category for "EMD/ Performance Security"

7.3.7. Fill up the requisite details & follow the procedure of bank payment.

Note:- Bidders may contact SBI Customer Service Help lines, if any, required to complete the transaction.

7.4 Bidders can also submit the EMD with **Fixed Deposit Receipt** made out or pledged in the name of A/C: "**Accounts Officer NPCIL Kaiga**". The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledge. For release of EMD, the FDR will be released in the favour of the bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Bidder has to upload scanned copy/ proof of the FDR along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date/ Bid Opening date.

7.5 Bidders can also submit the EMD with **Bank Guarantee** mentioning beneficiary as "**Site Director, Kaiga Generating Station**" as per the EMD format provided in GeM portal.

In case of extension of due date of bid, EMD with BG validity may be suitably extended by the bidder as per

GeM GTC.

The office of HEAD (CMM),

Nuclear Power Corporation India Ltd.,
Kaiga Generating Station, PO KAIGA – VIA KARWAR,
UTTAR KANNAD DISTRICT-581400, KARNATAKA.

8. Performance security:

8.1 Successful bidder shall submit the performance security within 15 days from the date of Purchase order. Necessary information required regarding submission of performance security is as follows.

Important details on Performance security		
Sr.No	Title	Details
1	Form of Performance security	Bank Guarantee (as per GeM EPBG format) from Scheduled Commercial Bank or Insurance Surety Bond.
2	Performance Security Amount	5% of PO value
3	Performance Security Period	14 months from the date of Purchase Order.
4	Beneficiary Details	The Site Director, Nuclear Power Corporation of India Limited, KAIGA GENERATING STATION 1-4, PO KAIGA – VIA KARWAR, UTTAR KANNAD DISTRICT-581400 KARNATAKA.
5	Beneficiary Bank	STATE BANK OF INDIA
6	Beneficiary Bank IFSC	SBIN0009484

8.2 The Issuing Bank shall send the Original BG directly to the below mentioned address by Post/courier:-

The Office of the Head (CMM),

Contracts & Materials Management,
Nuclear Power Corporation of India Limited,
KAIGA GENERATING STATION 1-4,
PO KAIGA – VIA KARWAR,
UTTAR KANNAD DISTRICT-581400 ,KARNATAKA.
Kind Attn:- Manager(CMM).

8.3 In case of E-BG issued by Issuing Bank, Details required for issuing Bank Guarantee in the form of E-BG are indicated below:

Sr.No	Title	Details
1	Beneficiary PAN /UIN :	AAACN3154F
2	Beneficiary NAME :	Site Director, Nuclear Power Corporation of India Ltd
3	Date of Incorporation :	03-09-1987
4	Beneficiary Email ID :	edinesh@npcil.co.in
5	Contact Number :	9448991723
6	Legal Constitution on the party :	Company
7	Registered Office Address :	16th Floor, World trade centre-1, Cuffe Parade, Colaba, Mumbai.
8	Registered Office Address Pin code :	400005
9	Communication address (BG Beneficiary address) :	SITE DIRECTOR, KAIGA GENERATING STATION, Contracts & Material Management, Plant Site, Kaiga, Uttara Kannada District, Karnataka.
10	Communication address Pin code :	581400

9. NPCIL Policy regarding Banning of Business dealings shall be as per **Annexure-I** attached under Buyer uploaded ATC document of this GeM bid.

10. Bidder is required to upload Undertaking for GeM GTC- clause No.29 (one bid per bidder) as per form at given in **Annexure-II** (sample format attached in "Buyer Uploaded ATC Document") along with their offer failing which their Part-I offer is liable for rejection.

11. Detailed price schedule as per format given in the bid shall be uploaded with **Part-II (price bid) only**. In case price schedule is uploaded Bidders may refer to **Annexure-III** attached in Buyer Uploaded ATC Document.

Bidders while participating in a bid should submit price element(s) in Financial bid only. Accordingly, all bidders are advised not to mention any price element(s) in the technical bid, else the offer shall be rejected as nonresponsive, except in case of Single Packet Bidding.

12. For GeM Bids/RA, the documents submitted by Seller at respective uploading provisions in the portal shall only be considered for benefits under MSE policy and relaxation from prior experience and/or prior turnover, otherwise the offer will be liable for rejection.

13. For documents issued by government departments/ ministries that can be verified online through their portals, the URL/Weblink for verification shall be provided by the bidders/sellers along with their bids.

14. **Hydro test also includes 'Purging' of cylinders.**

15. **PDI Clause:** Pre-dispatch inspection shall be carried out by representative of Directorate of Quality Assurance, Nuclear Power Corporation of India Ltd., NabhakiyaUrja Bhawan, Anushakti Nagar-MUMBAI , PIN-400094 FAX NO. 022-25565354. e-mail: edga@npcil.co.in at Seller premises (or at designated place for inspection as declared / communicated by the seller) for their compliance to the contract specifications. For inhouse testing, the Sellers will provide necessary facilities free of cost. Seller shall notify the Buyer through e-mail about readiness of goods for pre-dispatch inspection and Buyer will notify the Seller about the Authorized Representative/ Nominated External Inspection Agency and the date for testing. The goods would be dispatched to consignee only after clearance in pre-dispatch inspection. Consignee's right of rejection as per GTC in respect of the goods finally received at his location shall in no way be limited or waived by reason of the goods having previously been inspected, tested and passed by Buyer/ Consignee or its Nominated External Inspection Agency prior to the goods' shipment. When there is requirement of submission the advance sample, the seller shall inform the buyer promptly through emails about the date of submission of sample to the buyer nominated Inspection agency. Test Certificates and Guarantee Certificates if required by the Inspector shall be obtained and furnished to him free of cost by the Contractor and/or from the specified agency.

16. "In the event of any dispute or differences relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/ Port Authorities inter-se and also between CPSEs and Government Departments/Organizations (excluding disputes or relating to Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for its resolution through AMRCD as mentioned in DPE OM No. DPE-02/0001/2023-AMRCD-FTS-13 578 dt. 8th December, 2025 and the decision of AMRCD on the said dispute will be binding on both the parties."

17. **Qualification Criteria**

16.1 Supplier shall have its own purification plant for CO2 meeting minimum food grade standard as per ISBT. **Supplier shall submit Factory licence**

AND ISBT analysis report of CO2 produced as proof of qualifying criteria

16.2 Supplier shall have On-Line gas testing facility / laboratory along with valid calibration report(s)/certificate(s) for their instruments to meet requirements of Table-2 of **Tech specification document 'PC-E-65 4' provided in the scope of work.**

Supplier shall submit previous Test/Analysis reports for confirmation of the facility.

5. **Buyer Added Bid Specific ATC**

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

अस्वीकरण/Disclaimer

The Additional Terms and Conditions (ATC) have been incorporated by the Buyer after approval of their Competent Authority. The Buyer, is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any restriction arising in the bidding process due to these ATCs and including the modification of technical specifications and / or terms and conditions governing the bid. All representations / grievances pertaining to the ATC clauses shall be raised with the buyer organization directly and not with GeM. If any of the clause(s) is/are incorporated by the Buyer regarding the following, the bid & resultant contract shall be treated as null & void. Further, GeM reserves the right, at its sole discretion, to cancel the bid forthwith, without issuance of any prior notice or intimation :-

1. Publishing Custom / BOQ bids for items for which regular GeM categories are available (unless such Custom / BOQ item is bunched with the major regular product Category Item).
2. Mandating procurement of / from specific Brand / Make / Model / Manufacturer / Dealer except in case of Single Bid / Proprietary Article Certificate (PAC) Buying.
3. Inclusion of disqualification criteria related to suspension of seller / service provider, where such suspension period has already expired.
4. Mandating submission of documents (other than EMD and signed Integrity Pact - which can be submitted within 5 days of bid opening) 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 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---