

बिड दस्तावेज़ / Bid Document

बिड विवरण / Bid Details	
बिड बंद होने की तारीख/समय / Bid End Date/Time	26-09-2026 09:00:00
बिड खुलने की तारीख/समय / Bid Opening Date/Time	27-09-2026 09:00:00
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 Mines
विभाग का नाम / Department Name	Materials
संगठन का नाम / Organisation Name	National Aluminium Company Limited, Bhubaneswar
कार्यालय का नाम / Office Name	Materials
शिकायत निवारण के संपर्क विवरण / Contact details of Grievance redressal	HOD Email id :suryakant.mohanty@nalcoindia.co.in Buyer Email id: sonali.shukla@nalcoindia.co.in
कुल मात्रा / Total Quantity	7
वस्तु श्रेणी / Item Category	AIR CIRCUIT BREAKER , ACB 800A, 3P, U-POWER OMEGA
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	ACB 800A, 3P, U-POWER OMEGA
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Air Circuit Breaker Conforming To IS/IEC 60947 (Part 2), Consumables for Digital Duplicators, Smart Rack (V2), Porcelain Insulators For Overhead Power Lines with Nominal Voltage Greater Than 1000 V Conforming To IS 731, Distribution Transformer, 3 Phase, 33 KV, >200 KVA upto and Including 2500 KVA ISI Marked To IS 1180 (Part 1), ATM Universal testing machine, Switch Mode Power Supply (V2) Conforming To IS 14886 (Under BIS Scheme - II)
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	Air Circuit Breaker Conforming To IS/IEC 60947 (Part 2)
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

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	3
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	7
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	1
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
बिड का प्रकार/Type of Bid	Single Packet Bid
प्राथमिक उत्पाद श्रेणी/Primary product category	AIR CIRCUIT BREAKER
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
Payment Timelines	Payments shall be made to the Seller within 10 days of issue of consignee receipt-cum-acceptance certificate (CRAC) 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
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	Yes (Mediation clause document) as per DoE OM No.F.1/2/2024-PPD dated 03.06.2024 mediation clause should not be routinely included in contracts and pre-litigation mediation can be taken up without any such clause also

ईएमडी विवरण/EMD Detail

आवश्यकता/Required	No
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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). ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए। / EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

लाभार्थी /Beneficiary :

DM(MATERIALS)

Materials, Materials, National Aluminium Company Limited, Bhubaneswar, Ministry of Mines
(Sonali Shukla)

UIN Number NCTGC2415P

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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एमआईआई के लिए सक्षम प्राधिकारी का विवरण:/Details of the Competent Authority for MII

सक्षम प्राधिकारी का नाम/Name of Competent Authority	RAJIV RANJAN
सक्षम प्राधिकारी का पदनाम/Designation of Competent Authority	CGM
सक्षम प्राधिकारी का कार्यालय/विभाग/प्रभाग/Office / Department / Division of Competent Authority	(O&M - CAST HOUSE A&B)
सीए अनुमोदन संख्या/CA Approval Number	19
सक्षम प्राधिकारी अनुमोदन तिथि/Competent Authority Approval Date	25-06-2026
सक्षम प्राधिकारी द्वारा प्रदान की गई स्वीकृति का संक्षिप्त विवरण/Brief Description of the Approval Granted by Competent Authority	MII CLAUSE IS NOT APPLICABLE. Purchase Preference to MII clause is not applicable.

Competent Authority Approval for not opting Make In India Preference : [View Document](#)

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	25

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.

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 25% (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.

AIR CIRCUIT BREAKER (3 pieces)

तकनीकी विशिष्टियाँ /Technical Specifications

क्रेता विशिष्टि दस्तावेज़ /Buyer Specification Document	Download
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उपरोक्त मद के लिए इंस्टॉलेशन कमीशनिंग एंड टेस्टिंग (आईसीटी) का विवरण / Installation Commissioning and Testing (ICT) details for the above item:

% of Product Cost Payable on Product Delivery	80%
Min Cost Allocation for ICT as a % of product cost	25%
Number of days allowed for ICT after site readiness communication to seller	90 Days

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

क्र.सं./S.N o.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	SUBHENDU MISHRA	759145,PURCHASE DEPARTMENT, NALCO SMELTER PLANT, NALCO NAGAR	3	60

ACB 800A, 3P, U-POWER OMEGA (4 pieces)

तकनीकी विशिष्टियाँ /Technical Specifications

क्रेता विशिष्टि दस्तावेज़ /Buyer Specification Document	Download
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उपरोक्त मद के लिए इंस्टॉलेशन कमीशनिंग एंड टेस्टिंग (आईसीटी) का विवरण / Installation Commissioning and Testing (ICT) details for the above item:

% of Product Cost Payable on Product Delivery	80%
Min Cost Allocation for ICT as a % of product cost	25%
Number of days allowed for ICT after site readiness communication to seller	90 Days

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

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	SUBHENDU MISHRA	759145,PURCHASE DEPARTMENT, NALCO SMELTER PLANT, NALCO NAGAR	4	60

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

1. Generic

Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.

2. 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.

3. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

SECTION-A

NIT REF. NO. SMLT/MMP/405/1000073552

1. PAYMENT TERM-

A) SUPPLY PORTION:-80% PAYMENT SHALL BE RELEASED WITHIN 15DAYS FROM THE DATE OF RECEIPT & ACCEPTANCE OF MATERIAL AT OUR NALCO#S STORE PROVIDED ALL THE DOCUMENTS SUPPLIED BY THE VENDOR.

B) BALANCE 20% SHALL BE RELEASED WITHIN 30DAYS AFTER COMMISSIONING, TESTING & ACCEPTANCE OF MATERIALS AT NALCO#S SITE.

C) SERVICE PORTION:-100% OF PAYMENT INCLUDING GST SHALL BE RELEASED WITHIN 30 DAYS AFTER COMMISSIONING, TESTING & ACCEPTANCE OF MATERIALS AT NALCO#S SITE.

2. WARRANTY & TEST CERTIFICATES

A) THE VENDOR SHALL SUBMIT THE STANDARD WARRANTY CERTIFICATE AGAINST ANY DEFECTIVE MATERIALS, IMPROPER DESIGN AND UNSATISFACTORY PERFORMANCE OF THE SUPPLIED SYSTEM FOR A PERIOD OF 12MONTHS FROM THE DATE OF SUCCESSFUL INSTALLATION AND COMMISSIONING AT NALCO SITE.

B) FOR OTHER DETAILS, PLEASE REFER TO THE TECHNICAL DOCUMENT ATTACHED ALONG WITH THE BID.

3. DELIVERY SCHEDULE:

DELIVERY PERIOD OF MATERIALS AT SITE: WITHIN 60 DAYS FROM PLACEMENT OF PO.

COMPLETION OF SITE ACTIVITIES OF ERECTION, TESTING AND COMMISSIONING: WITHIN 90 DAYS FROM RECEIPT OF MATERIALS AT SITE.

TOTAL COMPLETION PERIOD FROM DATE OF PO PLACEMENT : 150 DAYS

4. OEM AUTHORIZATION: ONLY PRINCIPAL VENDOR M/s **LAURITZ KNUDSEN (SUBSIDIARY OF SCHNEIDER ELECTRIC INDIA)** OR THEIR AUTHORIZED DEALERS/DISTRIBUTORS CAN PARTICIPATE IN THIS TENDER. IN CASE OF PARTICIPATION FROM AUTHORIZED VENDORS, THEY NEED TO SUBMIT GENUINE AND VALID AUTHORIZATION CERTIFICATE OF THEIR PRINCIPAL VENDOR OR ELSE THEIR OFFER WILL BE LIABLE FOR TECHNICAL REJECTION.

5. CONTRACT CUM PERFORMANCE BANK GUARANTEE (CPBG) SUCCESSFUL VENDOR SHALL SUBMIT A CONTRACT CUM PERFORMANCE BANK GUARANTEE IN NALCO'S PRESCRIBED FORMAT DRAWN FROM ANY OF THE LIST OF BANKS TO BE INTIMATED BY NALCO FOR 5% OF CONTRACT VALUE (EXCLUDING TAXES) INCLUDING AMENDMENT FROM ANY BANK APPROVED BY NALCO AND AS PER NALCO'S FORMAT (ANNEXURES ATTACHED IN BUYER UPLOADED ATC) TOWARDS SUCCESSFUL EXECUTION OF THE CONTRACT AND PERFORMANCE GUARANTEE OBLIGATION OF THE EQUIPMENT/ SYSTEM, WHICH WILL BE VALID UP TO 03(THREE) MONTHS BEYOND THE WARRANTY/GUARANTEE PERIOD TO COVER THE WARRANTY/GUARANTEE. CPBG MUST BE SUBMITTED WITHIN 15 DAYS OF AWARD OF CONTRACT ON GEM.

IF THE VENDOR FAILS TO SUBMIT CPBG AFTER PLACEMENT OF ORDER, THE EQUIVALENT AMOUNT SHALL BE DEDUCTED FROM THE BILL(S) OF THE VENDOR WHICH MAY BE RELEASED AFTER RECEIPT OF CPBG. SUBJECT TO ANY DEDUCTION WHICH NALCO IS AUTHORIZED TO MAKE CONTRACT CUM PERFORMANCE BANK GUARANTEE SHALL BE RELEASED AFTER SATISFACTORY EXECUTION OF THE CONTRACT. ON THE BREACH OF THE CONTRACT BY THE SUPPLIER, CONTRACT CUM PERFORMANCE BANK GUARANTEE SHALL BE FORFEITED/ ENCASHED WHETHER OR NOT THE COMPANY HAS SUFFERED A LOSS ON THIS ACCOUNT AND PURCHASE ORDER WILL BE RESCINDED. FORFEITURE/ENCASHMENT OF CONTRACT CUM PERFORMANCE BANK GUARANTEE DOES NOT PREJUDICE NALCO'S RIGHTS TO MAKE RISK PURCHASE AND RECOVER DAMAGES ON ACCOUNT OF SUCH RISK PURCHASES. HOWEVER, CREDIT MAY BE GIVEN FOR THE CONTRACT CUM PERFORMANCE BANK GUARANTEE FORFEITED/ENCASHED IN APPROPRIATE CASES.

NOTE: CPBG TO BE SUBMITTED PREFERABLY IN THE FORM OF EBG. HOWEVER, IT CAN ALSO BE SUBMITTED IN THE FORM OF DD/FD/ONLINE PAYMENT. DETAILS ARE PROVIDED EARLIER

SECTION-B

1. PRICE BASIS: Price is to be quoted firm and fixed for Nalco smelter stores basis including all cost comp

onent i.e. P&F, freight & transit insurance, GST etc.

2. INCOME TAX CLAUSE:

A. In compliance to income tax act, u/s 206ab & 206cca company will check the filing of income tax return for each of the two previous financial years for which due date for filling of income tax return has expired and also check linking of pan with Aadhaar as required under the act, with the help of facility provided by income tax department for deciding the TDS %. However this is as per current status and is subject to modification based on further notification on the subject by govt. Of India under income tax act.

B. Nalco, being (buyer (under section 194q inserted in the income tax act, 1961 vide finance act 2021) having total sales, gross receipts, or turnover from business above rupees ten crore during the last financial year, will deduct TDS under section 194q, w.e.f. 01.07.2021, at the prescribed rate of 0.1% on the purchase value of any goods, aggregate of which is exceeding the threshold limit of Rs. 50 lakh in a financial year. Accordingly, vendor/sellers are not to collect tax at source under section 206c (1h) of the act w.e.f. 01.07.2021, in case provisions of section are applicable to them.

3. DEBAR VENDORS: The bidders who are on holiday / negative list of NALCO as on due date of submission of bid / during the process of evaluation of the bids, the offers of such bidders shall not be considered for bid opening/ evaluation/award.

4. WEIGHMENT TOLERANCE: In case of weightment items, material will be weighed and accepted as per weighment recorded at Smelter Plant Weighbridge, with a tolerance of +/- 0.5%

5. MANDATORY DOCUMENTS TO BE SUBMITTED ALONG WITH THE BIDS

Following documents must be submitted along with the bids, failing which, bids may be liable for rejection.

A. All necessary documents related to Bidders' Pre Qualification Criteria (PQC) complete in all respect, wherever applicable. It may be noted that, after submission of the bid, only related shortfall documents may be asked for and considered. For example, if the bidder has submitted a supply/ works order/contract document without its completion/performance certificate, the certificates can be asked for and considered. However, no new supply /works order/contract document shall be considered to qualify the bidder.

B. Duly filled "Technical confirmation sheet" attached under "Buyer specification document" and "Confirmation to commercial terms, ATC & GTC" attached under "Buyer uploaded ATC document".

C. Earnest Money Deposit (EMD) on or before bid end date and time, wherever applicable.

D. Duly filled annexures attached under "Buyer uploaded ATC document".

E. Duly filled Integrity Pact (IP), wherever applicable.

F. Any document which needs to be certified by a practicing chartered accountant (CA) or Cost Accountant (CMA/CWA) as per tender requirement, must bear UDIN, without which, the document will not be accepted.

G. Any other documents mentioned elsewhere, which is a part of bid evaluation.

6. MANDATORY DOCUMENTS TO BE SUBMITTED ALONG WITH THE SUPPLY

A. Contract copy.

B. Invoice copy

C. LR copy

D. E-way bill (wherever required).

E. Guarantee/Warranty certificate (wherever required).

F. Test certificate (wherever required).

G. Pre Dispatch Inspection (PDI) report (wherever required).

H. Any other documents specifically mentioned elsewhere during the tender.

7. PROCEDURE FOR CLARIFICATION (PRE/POST BID OPENING)

A. Any clarification/representation against the bid document prior to bid opening, shall be sought by the bidders online in the GeM Portal i.e., through the GeM representation window only. Queries/clarifications/representations which are received through any mode other than GeM portal (offline mode or e-mail, etc.) will not be considered/entertained.

B. During bid evaluation, any clarification/shortfall documents shall be sought on GeM portal through clarification window. Bidders must submit the same on the portal only. Clarifications/shortfall documents received through any other modes shall not be considered/entertained.

C. Through the representation window for rejected bidders, a bidder can submit their representation only regarding a wrong evaluation of their bids.

8. CONTACT PERSONS FOR TENDER QUERIES, MATERIAL RECEIPT, CRAC & PAYMENT:

For tender related queries:

Ms. Sonali Shukla, Dy. Manager (Mat.), purchase. Mail: Sonali.shukla@nalcoindia.co.in.

For receipt of materials and CRAC:

Mr. Subhendu Mishra, Manager (Mat.), central store. Mail: subhendu.mishra@nalcoindia.co.in.

For payment:

Seller's name starting with alphabets A to L: Mr. Sandeep Sah, Manager (Fin.), mail: sandeep.sah@nalcoindia.co.in

Seller's name starting with alphabets M to Z: Mr. J.K. Jena, AM (Fin.), mail: jnanendra.jena@nalcoindia.co.in

9. CONSIGNEE: GM (Mat), Central store, NALCO Smelter Plant, Angul -759145, Odisha.

10. ORDER OF PRECEDENCE:

In case any conflict in the terms & conditions of the tender, following documents shall be considered in the chronological order of precedence:-

I. TECHNICAL SPECIFICATIONS (ATTACHED AT BUYER SPECIFICATION DOCUMENT)

II. AGREED TERMS & CONDITIONS (ATC)

III. GEM GENERAL TERMS & CONDITIONS (I.E. GEM GTC)

11. BANK MANDATE: Bank Mandate form is attached in buyer added document. Bidder(s) 'not registered' with NALCO need to submit the 'Bank Mandate form and a cancelled cheque along with the offer documents. In the absence of a separate bank mandate, it shall be deemed that all payments under the resulting order will be released to the bank account details available on the GeM portal.

4. 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.

[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 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---