बिड संख्या/Bid Number: GEM/2026/B/8044556
दिनांक /Dated: 18-10-2026

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	30-10-2026 16:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	31-10-2026 16:00:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	120 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Power
विभाग का नाम/Department Name	Na
संगठन का नाम/Organisation Name	Ntpc Limited
कार्यालय का नाम/Office Name	Ussc Cpg2 Raipur
शिकायत निवारण के संपर्क विवरण/ Contact details of Grievance redressal	HOD Email id :sudiptodesarkar@ntpc.co.in Buyer Email id: rpsharma01@ntpc.co.in
कुल मात्रा/Total Quantity	350
वस्तु श्रेणी /Item Category	CHAIN PAN-100281935_ M5538900097
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	CHAIN PAN
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Appe Pan, Cleaning Duster (V3), Plastic Chain, dust pans, Mobile Storage Compactors, Pan Concrete Mixer (V2), Domestic Fry Pan (Defence), Die Cast Grill Pan, Simplex Roller Chain, platform brush
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	• Cleaning Duster (V3) • Hydraulic Root Cutter • Galvanized Steel Chain Link Fence Fabric (V2) conforming to IS 2721
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 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	6
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	2 Days
निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
Payment Timelines	Payments shall be made to the Seller within **30** 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	No

ईएमडी विवरण/EMD Detail

आवश्यकता/Required	No

ईपीबीजी विवरण /ePBG Detail

आवश्यकता/Required	No

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

एमआईआई के लिए आरक्षित / Reserved for Make In India products

एमआईआई के लिए आरक्षित / Reserved for Make In India products	Yes

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.

1. Bid reserved for Make In India products: : Procurement under this bid is reserved for purchase from Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. However, eligible micro and small enterprises will be allowed to participate. The minimum local content to qualify as a class 1 local supplier is denoted in the bid document. All bidders must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which the bid is liable to be rejected. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020 . In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.
2. **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.

CHAIN PAN-100281935_ M5538900097 (350 pieces)

(Minimum 50% Local Content required for qualifying as Class 1 Local Supplier)

तकनीकी विशिष्टियाँ /Technical Specifications

क्रेता विशिष्टि दस्तावेज़ /Buyer Specification Document	Download

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	Sivaiah Dugyala	413215,GSTIN: 27AAACN0255D1ZY NTPC Stores Solapur STPP PO- HOTGI STATION 413215 SOUTH SOLAPUR	350	180

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 (Increased quantity ÷ Original quantity) × 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. **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 %.

3. **Generic**

   Bidder shall submit the following documents along with their bid for Vendor Code Creation:

   a. Copy of PAN Card.

   b. Copy of GSTIN.

   c. Copy of Cancelled Cheque.

   d. Copy of EFT Mandate duly certified by Bank.

4. **Generic**

   Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.

5. **Scope of Supply**

   Scope of supply (Bid price to include all cost components) : Only supply of Goods

6. **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.

7. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

The following terms and conditions are applicable for all items.

1.	PDI: Pre-Dispatch inspection of all item schedules shall be carried out by NTPC RIO at vendor's work as per NTPC approved SQP. After receipt of Purchase Order, vendor shall raise inspection call online throug h URL https://teamup.ntpclakshya.co.in Help document for viewing approved do cuments & raising inspection call is provided in the given URL. After successful PDI, vendor has to submit Material Dispatch Clearance Certifica te (MDCC) issued by NTPC RIO along with supply.
2.	**The bidder shall also upload the following documents/certificates along w ith the bid:** a. Copy of PAN Card b. Copy of GSTIN c. Self-declaration from the OEM confirming the **NAME of the manufacturer** o f the quoted item(s). d. Udyam registration Certificate along with filled annexure-III. e. Annexure 8: Local Content % Declaration from OEM (Original equipment's m anufacturer) on OEM's letterhead only as per the Employer's format (Attached as buyer uploaded ATC document). _
3.	Payment Term: Payments shall be made to the Seller within 30 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 G TC).

4.	**As per MSME Notification S.O. 2119 (E) dated 26th June 2020, and subsequent amendments, Udyam registration shall be the ONLY valid MSME Registration Document. Except Udyam Registration Certificate no other registration documents will be considered for MSEs exemption & benefits for bids. The benefit as above to Micro and Small enterprises shall be available only for Goods/Services produced & provided by MSEs.** **Bidders claiming MSE benefit need to submit Annexure-III (attached as buyer uploaded ATC document) duly signed & stamped along with Udyam certificate.** **As per answer to FAQ no. 18 circulated vide Office Memorandum F. No. 22(1)/2012-MA dated 24.10.2016 "Policy is meant for procurement of goods produced and services rendered by MSEs. However, traders are excluded from the purview of benefits and exemption of MSEs.** **In case of an upward change in terms of investment in plant and machinery or equipment or turnover or both, and consequent re-classification, an enterprise shall continue to avail of all non-tax benefits of the category it was in before the re-classification, for a period of three years from the date of such upward change.**
	– **Make in India (MII):** – Local content' means the amount of value added in India which shall be the total value of the goods, services or works procured (excluding net domestic indirect taxes) minus the value of imported content in the goods, services or works (including all customs duties) as a proportion of the total value, in percent. **Explanatory notes for calculation of local content given above*:*** i. Imported items sourced locally from resellers/distributors shall be excluded from calculation of local content. ii. The license fees/royalties paid/ technical charges paid out of India shall be excluded from local content calculation. iii. Procurement/Supply of repackaged/refurbished/rebranded imported products as understood commonly shall be treated as reselling of imported products and shall be excluded from calculation of local content. The definition of repackaged/ refurbished/ rebranded imported products is as follows: 'Refurbishing' means repair or reconditioning of an imported product does not amount to manufacture because no new goods come into existence. 'Repackaging' means repacking of imported goods from bulk pack to smaller packs would not ordinarily amount to manufacture of a new item. 'Rebranding' means relabelling or renaming or change in symbol or logo/makes or corporate image of a company/organization/ firm for an imported product would amount to rebranding. iv. To ensure that imported items sourced locally from resellers/ distributors are excluded from calculation of local content, bidder to furnish the cost of such locally-s	

		ourced imported items (Inclusive of taxes) along with break-up on license/ royalties paid/ technical expertise cost etc. sourced from outside India. For items sold by bidder as reseller, OEM certificate for country of origin to be sub mitted. v. For contracts involving supply of multiple items, weighted average of all items to be taken while calculating the local content. **In such tenders, bidders should q uote percentage of local content against each item of the bid.** In case of item-wise tenders, where evaluation is done for each item and each item is awarded to L1 bidder for that item, the aforesaid procedure shall be followed ite m-wise. If negotiation happens with the L1 bidder, the margin of purchase preference (L1+ 20%) should be calculated based on the original L1 price, not the lower negotiated price, and such eligible Class-I Local Suppliers shall be called to match the new neg otiated L1 price as per procedure mentioned above. *Declaration of Local Content is a self-certification which is submitted by a bidder cl early indicating the following details (**Annexure-8**):* *Description of Goods and Services offered.* *Whether meeting Class-I/Class-II/Non-Local Supplier as per tender terms and condi tions.*
5.		*Location at which local value addition is made.* In case aforesaid Certificate furnished by Contractor/Vendor is not in line with the declaration in respect of Local Content in their bid, same shall be treated as false d eclaration. In such cases, a penalty up to 10% of the contract value may be impose d. However, contract once awarded shall not be terminated on this account. A supplier who has been debarred / banned/ **suspended in GeM/ tendering port al** by any other procuring entity for violation of PPP-MII Order shall not be eligible f or evaluation/ preference, as applicable for the duration of the debarment. A confir mation in this regard shall be submitted by the Bidder along with the bid. In case of debarment by NTPC, such Supplier shall not be eligible for evaluation. In case of de barment by any other entity except NTPC, such Supplier shall not be eligible for pr eference. Complaints pertaining to Local content declaration/value addition, if any, may be a ddressed by the complainant to the committee constituted by MoP, for independen t verification of self-declarations and auditor's / accountant's certificates on rando m basis and in the case of complaints. The composition of the committee is as spe cified in MoP Order ref. no. A-1/2021-FSC-Part(5) dated 16.11.2021. In case of complaint made by any bidder to the Standing Committee constituted b y MoP, the tendering process will continue unless there is specific instruction/com munication from the Standing Committee/MoP/CEA to put the tendering process on hold. **<u>Annexure 8: Declaration regarding Local Content as per the Employer’s f ormat, for granting of purchase preference/ acceptance as Class-I/ II Loca</u>**

	l Supplier((attached as buyer uploaded ATC document): **In case a bidder does not submit the aforesaid declaration or statement/ any declaration like 'later', 'to be furnished later', 'NA' etc. are indicated by the bidder, then the Bidder is liable not to be considered as a local su pplier and may not be eligible for any purchase preference/ bid is liable t o be considered non-responsive and may be rejected.** ***Bidders (in case manufacturers) are required to submit any of the followi ng documents viz. Latest Annual Report or NSIC / SSI / BIS License/ ISO C ertificate / Any Other Statutory Document as a proof of manufacturer of t he offered product.*** ***In case bidder is a dealer/ trader, they are required to submit Declaration of Local Content duly signed by manufacturer along with submission of p roof of manufacturing as elaborated above. For tenders having lumpsum/ package evaluation involving supply of multiple items, weighted average of all items to be taken while calculating the local content of the package .*** –
6.	Liquidated Damages : If the Seller fails to deliver any or all of the Goods/Services within the original/re-fixed delivery period(s) specified in the contract, the Buyer w ill be entitled to deduct/recover the Liquidated Damages for the delay, unless cov ered under Force Majeure conditions aforesaid, @ 0.5% of the contract value of d elayed quantity per week or part of the week of delayed period as pre-estimated d amages not exceeding 10% of the contract value of delayed quantity without any controversy/dispute of any sort whatsoever.
7.	Guarantee /Warranty certificate: 18 months from the date of supply or 12 months minimum from the date of commissioning, whichever is earlier (Certificate to be s ubmitted with the material supply).
8.	**Nil Deviation** The sellers who participate in current Tender are deemed to have fully accepted all Terms & Conditions, Technical Specifications, Delivery Days , Data Sheets, Drawin gs, Quality Plans, Buyer Added Bid Specific Terms and Conditions given in Bidding Documents, read in conjunction with Amendment(s)/ Clarification(s)/ Addenda/ Errata (if any) issued by the Buyer prior to opening of Techno-Commercial Bids, an d the same are supposed to have been taken into consideration while making their Techno-Commercial Bid & Price Bid. Further it is construed that no deviation has been taken by the seller in this regard. In case any documents/ details/ catalogues are found to have been submitt ed by the bidder along with its bid, which is in contravention to buyer's bidding do cuments inter-alia including technical specification, those will not be taken into cog nizance. If any deviation is observed in the bid, bidder shall have to withdraw such deviations; failing which bid shall be liable for rejection. Bidder/supplier shall have no right to contest the same in case supplied materia l is rejected due to deviation with respect to tender specification.

9.	"Bidders are requested to refer detailed technical specification of the item (s). In case of any contradiction between short text of item(s) and complete technical specification of the item(s), only complete technical specification of that item should be considered for the submission of offer and same shall be considered for evaluation purpose."
10.	**Post Bid Clarification:** · In the event subsequent clarification(s)/query(ies) by NTPC are sought from Bidder and bidder fails to respond or responds with incorrect / inadequate or non-compliant information, the bid shall be liable to be rejected. · During techno-commercial evaluation of offer, reply given by bidder against the queries/clarifications asked and further accepted by NTPC shall be an integral part of the GeM Contract. Contract shall be executed in accordance with the same.
11.	**Conflict of Interest** **(A)** A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of Employer's interests. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if: a) they directly or indirectly control, or are controlled by or are under common control of another entity; or b) they have the same legal representative/agent for purposes of their bids; or c) they have relationship with each other, directly or through common third party(ies), that puts them in a position to have access to information about or influence on the bid of another Bidder; or d) Bidder and/or any of its allied entity(ies), which directly or indirectly control(s) or is(are) controlled by or is(are) under common control of another entity, has(ve) participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the tender; or e) Bidder participates in more than one bid in this bidding process. f) In cases of agents quoting on behalf of their principal manufacturers/service providers, one agent cannot represent two manufacturers/service providers or quote on their behalf in a particular tender enquiry. One manufacturer/service provider can also authorize only one agent. There can be only one bid from the following: i) The principal manufacturer/service provider directly or through one Indian agent on his behalf; and ii) Indian/foreign agent on behalf of only one principal. For the purposes of this clause the term 'control' shall have the following meaning: "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions exercisable by a person or persons acting individually or in concert, directly or indirectly, including by virtue of their shareholding or management rights or shareholders' agreements or voting agreements or in any other manner. **Note: If two or more CPSEs/State PSEs participate in a tender, they will not be deemed to fall under the 'Conflict of Interest' provisions solely because they are under common control of Government of India/State Government.** **(B) Bidders who participate in current tender are deemed to have accepted the following Annexure as compliance to Clause "Conflict of Intere**

	st": **Annexure-1** **(Compliance to "Conflict of Interest" provisions)** We confirm that we have read and understood the Clause as mentioned under Buyer Added Bid Specific ATC regarding "Conflict of Interest" and our bid is in c ompliance to this clause. In case it is established that we have provided any false information in pursuance of the aforesaid Clause, while competing for this contract, then our bid shall be rejected and bid security shall be forfeited. We also understand that in case we become successful bidder, if it is establish ed that we have not complied with terms of aforesaid Clause as mentioned un der Buyer Added Bid Specific ATC, during execution of contract, this would be considered as fraudulent practice as mentioned in para 5.1 (j) of Policy for Deb arment from Business Dealings and shall be dealt accordingly. The policy docu ment can be accessed through the following link: https://ntpctender.ntpc.co.in/Heading/Policy_for_Debarment_from_Business_De alings.pdf
12.	No contract shall be awarded to a bidder against whom a Debarment Order has be en issued as per Employer's Policy for Debarment from Business Dealings. Policy d etails can be referred at the URL given below: · https://ntpctender.ntpc.co.in/Heading/Fraud_Prevention_Policy.pdf · https://ntpctender.ntpc.co.in/Heading/Policy_for_Debarment_from_Business_Deali ngs.pdf
13.	**RISK PURCHASE** In the event of Suppliers failure to supply the material of acceptable quality in sche duled delivery period, NTPC reserves the right to procure the materials from any ot her source at the Suppliers risk and cost and the difference in cost shall be borne b y the Supplier. Further, NTPC shall retain the right of forfeiture of CPG and or any o ther action as deemed fit.
14.	**Common IP Addresses** **Bidders may please note that GeM is capturing and showing the IP addre sses used by the Buyer and the Bidder(s) /Seller(s). The received bids hav ing matching/common IP address with either Bidder(s)/Seller(s) or Buyer, shall be outrightly rejected & shall not be considered for further evaluati on.**

15.	**MSE preferences** In case of procurement of goods / services, preferences to MSEs whose quoted pric es are within L1 (non-MSEs) +15% range (subject to matching of L1 price) will be g iven in the following order: a) SC-ST Women MSEs b) SC-ST other than Women MSEs c) Women MSEs d) Other MSEs The MSE order quantity will be as per following: i. Where the requirement is Not-Splitable: 100% of contract quantity will be awarde d to MSEs. ii. Where the requirement is Splitable: 25 % of contract quantity will be awarded to MSEs. In case of more than one MSEs (**for the same category**) are within range o f L1+15 % price, then 25% of tendered quantity will be divided equally amongst th em. (Note: The SC/ST & Women category of MSEs is identified only through valid URC (Udyam Registration Certificate).
16.	**The Bidder shall be held solely responsible for non-submission of bids on the e-tender portal due to any reasons within the due date/ time, The Pro curing Entity/NTPC shall not be held responsible or liable in any manner f or the same.** **Bidders shall follow the guidelines/instructions available on the e-tender portal and are advised to submit their bids well before the due date and t ime to avoid any inconvenience or risk of non-submission.**

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8. **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 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---