बिड संख्या/Bid Number: GEM/2026/B/8092263

दिनांक /Dated: 08-10-2026

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	23-10-2026 16:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	24-10-2026 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	Uttar Pradesh
विभाग का नाम/Department Name	Energy Department Uttar Pradesh
संगठन का नाम/Organisation Name	Uttar Pradesh Rajya Vidyut Utpadan Nigam Limited (uprvunl) Lucknow
कार्यालय का नाम/Office Name	Lucknow
शिकायत निवारण के संपर्क विवरण/ Contact details of Grievance redressal	HOD Email id :hod.dt.gem@uprvunl.org Buyer Email id: dipender.kumar@uprvunl.org
कुल मात्रा/Total Quantity	2
वस्तु श्रेणी /Item Category	OIL FILTERATION PURIFICATION M/C: Supply, installation, and commissioning of Lube oil filtration mac
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	OIL FILTERATION PURIFICATION M/C: Supply, installation, and commissioning of Lube oil filtration machine of capacity 1000 to 1200 LPH capable of removing dissolved air/moisture in the form of free and finely dispersed water vapor and moisture in solution, sludge and fibers, gases, carbonaceous products formed in oil (Grade VG 320/220/68/32) used in Mills & Fans of Thermal Power Plant.
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Category not available on GeM for the text string uploaded by the buyer
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	• Oil Filteration Machine (NTPC)
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	
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Experience Criteria,Past Performance,Bidder Turnover,Certificate (Requested in ATC),OEM Authorization Certificate,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?	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	3
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	5
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	3
विगत प्रदर्शन /Past Performance	50 %
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	Yes
रिवर्स नीलामी योग्यता नियम/RA Qualification Rule	H1-Highest Priced Bid Elimination
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 **45** 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

एडवाईजरी बैंक/Advisory Bank	PUNJAB NATIONAL BANK

ईएमडी राशि/EMD Amount	20000

ईपीबीजी विवरण /ePBG Detail

आवश्यकता/Required	No

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने है। 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 :
Dy CAO CFA BO JTPS
CFABO, JTPS, MALAWAN ,ETAH
(Ramesh Kumar)

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

एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	No

एमआईआई खरीद वरीयता/MII Purchase Preference

एमआईआई खरीद वरीयता/MII Purchase Preference	No

1. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 50% of bid quantity, in at least one of the last three Financial years before the bid opening date to any Central / State Govt Organization / PSU. Copies of relevant contracts (proving supply of cumulative order quantity in any one financial year) to be submitted along with bid in support of quantity supplied in the relevant Financial year. In case of bunch bids, the category related to primary product having highest bid value should meet this criterion.

2. Reverse Auction would be conducted amongst all the technically qualified bidders except the Highest quoting bidder. The technically qualified Highest Quoting bidder will not be allowed to participate in RA. However, H-1 will also be allowed to participate in RA in following cases:

i. If number of technically qualified bidders are only 2 or 3.
ii. If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.
iii. In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
iv. If L-1 is non-MSE and H-1 is eligible MSE and H-1 price is coming within price band of 15% of Non-MSE L-1
v. If L-1 is non-MII and H-1 is eligible MII and H-1 price is coming within price band of 20% of Non-MII L-1

OIL FILTERATION PURIFICATION M/C: Supply, Installation, And Commissioning Of Lube

Oil Filtration Mac (2 Unit)

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	Abhinav Pandya	207001,Jawaharpur Thermal Power Plant	2	60

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. **Buyer Added Bid Specific ATC**

   Buyer Added text based ATC clauses

COMMERCIAL & OTHER TERMS & CONDITIONS

1. Price Basis (shall be mentioned in Part-II only):
   a. The bidder shall offer the prices **FIRM & FOR Destination** Basis in Indian rupees per unit.
   b. However, in case the prices are not given FOR destination, following must be invariably mentioned.
      i. PRICES: FIRM & FOR .....
      ii. FREIGHT CHARGES: ..... to be first paid by the firm and which shall be reimbursed to the firm against submission of documentary evidences.

2. Transit Insurance: To be arranged for and paid by the firm at their own cost or shall be charged extra @.....

3. Packing & Forwarding Charges: To be borne by the supplier or shall be chargesextra @.....

4. Taxes & Duties:
   a. **GST on Prices:** Extra @ ..... **(The firm has to clearly mention that GST required extra otherwise it will be considered that GST is inclusive in the offered rates).**

b. GST on Freight: Extra @ ..... **(The firm has to clearly mention that GST required extra otherwise it will be considered that GST is inclusive in the offered rates).**

c. GST on other charges (if any): Extra @ ..... **(The firm has to clearly mention that GST required extra otherwise it will be considered that GST is inclusive in the offered rates).**

Note: GST shall be paid extra as legally applicable at time of delivery of material. Detailed rates of which should be quoted separately along with detailed technical specification of spares. In case the quotation is silent regarding Taxes/Duties and place of delivery etc, the rates shall be considered inclusive of all GST and FOR Jawaharpur Thermal Power Project.

5. **Discount:** Please enclose manufacturer's Price List (if available & applicable) along with the offer and allow maximum discount on the same as applicable to Govt. Organization.
6. Detailed rates viz. GST, delivery period, discount, payment etc. shall be mentioned clearly in your offer letter.
7. **Security Deposit:** Supplier shall have to deposit security @ 2% of order value in DD/FDR/CDR (Preferably FDR/CDR) of any scheduled bank only payable and issued in favour of Dy. C.A.O, CFA&BO, JTPP, Malawan, Etah within one month from the date of issue of purchase order. In case Security Deposit is more than Rs 5000.00, it can be deposited in form of BG of scheduled bank also, which should be valid for 12 months with claim period six months from the date of supply.
8. **Inspection:Firm should submit Manufacturing quality Plan (MQP) with drawing for approval to user. Inspection should be done as per approved MQP& drawing. Sample approval required before bulk supply.**
   Inspection of materials i.e. PDI (Pre Dispatch Inspection) shall be carried out at the Firm's Works by the representatives of Nigam as per **Annexure-B**, for which the supplier shall well in advance notice to the user division with a copy to the consignee. The material shall also be inspected after receipt at Central store, JTPP Malawan, Etah by the respective nominated person of concerned division.
   Third Party Inspection: If required, third party inspection/ Testing, (Agency decided by UPRVUNL) may also be done. If the material passes the required tests the charges shall be borne by the purchaser. In case of failure of material, all the charges (for all samples)for the third party inspection / lab testing shall be borne by the Supplier only.
9. **Rejection Of Defective Material**: Any defective or inferior material which does not confirmtothe specifications mentioned in the order placed shall be rejected and the same will have to be replaced free of cost by the supplier.
10. **Validity:** The offer must be valid for 120 days.
11. **Delivery:** Delivery period for supply shall be 60 days from the date of issue indent from the consignee against the released purchase order.
12. **Income Tax Return:** Latest copy of Income Tax Return (as applicable as per Govt. rules) must be uploaded in Part-l (Technical bid).
13. **Unloading**: The material shall be unloaded directly at site of Store Division, JTPP, Malawan, Distt.-Etah. The unloading of material shall be in the scope of JTPS, UPRVUNL.
14. **Terms Of Payment:** 100 % Payment through RTGS/NEFT in their accounts after receipt and check of material at JTPS stores against submission of Tax Invoice. The bidder will provide the details of bank account e.g. cancelled cheque etc.
15. **Price Fall Certificate:** The supplier, OEM OR Authorized Dealer should submit a "Price Fall Certificate" with every bill, declaring that they have not sold the item at a lower price to any other Government/State Utility during the contract period. If the OEM /Authorized Dealer supplies the same item at a lower rate to any other Government/State Utility during the contract period, the benefit shall be passed on to UPRVUNL.
16. **Guarantee / Warranty Certificate:**Firm shall submit Guarantee/Warrantee Certificate against any manufacturing defect on their letter head, for 18 months from the date of dispatch or 12 months from the date of commissioning whichever is earlier.
17. **Performance Bank Guarantee:**Performance Guarantee @ 10 % of order value shall be submitted by the firm valid for the guarantee period.
18. **L.D. Penalty:** LD Penalty @ ½% per week, subject to a maximum of 10% of unsupplied portion shall be imposed for delay in supply beyond stipulated delivery period.
19. **Interchangeability Certificate:** Material shall be Interchangeable/compatible with the existing ones and the firm shall provide certificate for the same. If material is not found interchangeable/compatible, then the same shall be replaced free of cost by the supplier.
20. **Test Certificate:** Material supplied should confirm to latest Indian standard specification. Test Certificate will be provided along with the supply of material. If the material is not found as per latest relevant IS applicable, the supplied material shall be replaced free of cost by supplier.
21. **Consignee:** Material will be dispatched consigned to "EE, Store Division, 2X660MW Jawaharpur Thermal Power Project, Malawan, Etah.
22. **Bills:** The Tax Invoice only should be sent to the Executive Engineer, Store Division, 2X660MW Jawaha

rpur Thermal Power Project, Malawan, Etah for payment.

23. In case of placement of order, if the material is not supplied within Six months after the expiry of the delivery period then order may be cancelled & suitable action shall be taken as per rules.

24. **Force Majeure:** Force Majeure shall mean any event beyond the reasonable control of the Purchaser or of the supplier as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected and shall include, without limitation, the following:

(a) War, hostilities or warlike operations (whether a state of war be declared or not), invasion act of foreign enemy and civil war.

(b) Rebellion, revolution, insurrection, mutiny, usurpation of civil or military government, conspiracy, riot, civil commotion and terrorist acts.

(c) Confiscation, nationalization, mobilization, commandeering or requisition by or under the order of any government or any other act or failure to act of any local state or national government authority

(d) Strike, sabotage, lockout, embargo, import restriction, port congestion, lack of usual means of public transportation and communication, industrial dispute, epidemics, quarantine and plague.

(e) Earthquake, landslide, volcanic activity, fire, flood or inundation, tidal wave, typhoon or cyclone, hurricane, storm, lightning, or other inclement weather condition, nuclear and pressure waves or other natural or physical disaster

(f) Shortage of labour, materials or utilities where caused by circumstances that are themselves Force Majeure.

If either party is prevented, hindered or delayed from or in performing any of its obligations under the Contract/PO (when placed) by an event of Force Majeure, then it shall notify the other in writing within 15 working days of the occurrence of such event and the circumstances thereof immediately after the occurrence of such event. In such Force Majeure events and upon giving notice in this regard, party will be excused from the performance or punctual performance of its obligations under the Contract/PO for so long as the relevant event of Force Majeure continues and to the extent that party performance is prevented, hindered or delayed. The time for completion will be extended accordingly in such case.

25. Each and every paper of bid submitted by firm **should be legible** and stamped and signed by giving remark “SUBMITTED BY ME” by Authorized Signatory with seal of the company. Documents not having such remark / illegible may not be considered / accepted for evaluation.

26. Any bidder running blacklisted in UPRVUNL on the date of opening of part-I of Bid is not eligible to participate in Tender/Bid. If the same is found during finalization of bid process, then their offer will be rejected.

27. If at any stage during finalization of bid/ execution of purchase order, any document, submitted by a bidder in his bid in support of Pre-Qualifying Conditions, is found to be forged / false, his bid is liable to be rejected, purchase order cancelled, EMD / Security deposit forfeited and any other departmental action as deemed fit be initiated. For this purpose the contractor shall have to produce original documents, if required, before opening of bid Part-II or afterward.

28. Canvassing in any form will disqualify the firm.

29. We hereby give our consent to accept all the commercial terms and conditions mentioned in the tender specification as well as of Form ‘B’ of UPRVUNL

30. Firm shall provide the QR code of all items with all description along with the material at the time of supply.

31. We hereby give our consent to accept all the commercial terms and conditions mentioned in the tender specification as well as of Form ‘B’ of UPRVUNL.

32. **Dispute Resolution Mechanism:** All disputes shall be settled as per “UPRVUNL Dispute Resolution Mechanism” approved by UPRVUNL BOD on dated: 18/02/2025.

33. **Court Of Jurisdiction:** jurisdiction of competent court of Etah / Hon’ble High Court of Judicature at Allahabad.

34. **Right to Change Specification Clauses:** The specification committee reserves the right to change any of the clauses of the accompanying specifications as per site requirement.

NOTE: If any of the above mentioned terms & conditions are left unattended / unmarked, it shall be considered as ‘Accepted’ by the bidder.

Sl. No.	Description
1.	**Earnest Money (Refundable):** Rs. 20,000.00 /- (Rs. Twenty Thousand Only) to be submitted i n form of RTGS/NEFT/BG in favour of Dy. CAO, CFA & BO, 'J'TPS, Malawan, Distt.- Etah. In case, the Earnest money amount exceeds Rs. 5000.00, the same may be submitted in the fo rm of Bank Guarantee issued from a scheduled bank in standard applicable format valid for a p eriod of **minimum Six months** with claim period of four month over and above the validity pe riod. **Account Details**: A/c Type: Current Account, Account no. 2789002100007763, IFSC Code: PU NB0364300, Branch name: PUNJAB NATIONAL BANK, GT Road, Etah. Copy of deposit of Earnest Money in bank electronically with UTR Number along with Account N ame / scanned copy of pay in slip signed by FIRM should be electronically uploaded with Tende r documents. ***No Offline submission of Earnest Money in form of DD/BC will be accept ed***. **Earnest Money is to be transferred from the BIDDER/ CONTRACTOR's account onl y**. ***Exemption from submission of the earnest money shall not be allowed in any case , and offers without requisite EMD in prescribed form would be summarily rejected.*** a). In case EMD is submitted through RTGS/NEFT, the bidder must upload details filled in Prescri bed format in **Annexure-I**. b). In case EMD is submitted in the form of Bank Guarantee, the bidder must upload a scanned copy of Bank Guarantee, issued by commercial scheduled bank in the prescribed format in **Annexure-II**. In case of submission of bank guarantee, bidder must also upload and submit copy of confirmat ion email sent by bank after issuing bank guarantee. The bank guarantee to be issued by the i ssuing bank on behalf of bidder/contractor in favourofDy. CAO, JTPS, Malawan, Etah shall be in paper form as well as issued under the structured financial massaging system (SFMS). The det ails of beneficiary account for issue of BG under SFMS platform shall be Punjab National Bank Account No.2789002100007763, IFSC Code: PUNB0364300. **Note: Exemption from depositing the EMD shall not be allowed in any case and offer s without requisite EMD cost in prescribed form would be summarily rejected.**
2.	Declaration (Affidavit) duly signed by notary and affixed with notary stamp on Non-Judicial Sta mp Paper of Rs. 100/- in the prescribed Performa with 2 nos. witnesses regarding validity of offer (Rates) for Four months (120 days) from the date of opening of Part-II (price bid). Prescrib ed Performa is enclosed in **Annexure-III.**
3.	The bidder shall be Manufacturer/ Authorized dealer/ Regular supplier. In support of this the bid der shall submit legible photo copies of purchases order(s) placed on them for **supply of tend ered material / other similar material** from BHEL/ NTPC / Railway/ UPRVUNL / SEB's / other Govt. / Semi Govt. Organizations Value of such orders should be – a. Value of one such order should not be less than 80 % of the estimated value of the ten der OR b. Value of two such orders should not be less than 50 % of the estimated value of the te nder. OR c. Value of three such orders should not be less than 40 % of the estimated value of the tender. These orders should have been placed within past seven years from the date of publication of this tender / uploading on the government e-tender portal. **Note: In case tenderer is an Authorized Dealer, purchase orders(s) placed on them o r on their principal shall be accepted.**
4.	Financial turnover of the firm during the last 3 years (i.e. For 2023-24, 2024-25& 2025-26) certi fied by the CA, BASED ON FINANCIAL STATEMENT **along with UDIN No**. Average annual finan cial turnover during last 3 years should be at least 30% of estimated cost, must be uploaded in prescribed format in **Annexure–IV.** Bidders must submit a "Provisional Certificate" signed by a Chartered Accountant for FY 2025-2026 if the formal audit is still in progress.

5.	Legible valid copy of GST Registration certificate in form GST REG-06 must be submitted.
6.	The bidder should submit a legible valid copy of PAN card.
7.	**Authorization letter:** In case tender has been filled by person other than Proprietor/partner, original copy of authority letter mentioning Tender No must be uploaded in e-tender portal.
8.	The bidder should submit "Un-price Bid", as enclosed in **Annexure-A** duly filled up and signed under seal alongwith the technical specification of the items offered by the bidder.
9.	**"No Deviation from Technical Specifications and Commercial Terms & Conditions"** is allowed as per tendered items alongwith technical specifications and the firm must confirm the same **in Bid Part-I only** on firm's letter head.
10.	The bidder shall enclose **Annexure-B** (Commercial & other terms and conditions) with this ten der document, duly filled up and signed for acceptance on both sides.
11.	**Partnership / Company:** Copy of partnership deed, in case of tenderer is partnership firm. In case of limited company, copy of registration certificate issued by Registrar of companies along with Memorandum of Association and article of association must be uploaded.
12.	**Declaration of No relation:** Declaration on Firm's Letter Head as per prescribed format in **A nnexure–V** for No relative in UPRVUNL certificate must be uploaded.
13.	**Declaration of No Black-listing:** Declaration on Firm's Letter Head regarding non black listin g of the firm by any SEBs/UPRVUNL/NTPC/BHEL/PSU's/Govt. Sector body or any other organizati on must be uploaded in prescribed Performa in **Annexure-VI**.
14.	**Necessary Certificates:** Bidder must submit the declaration on their letter pad as per prescri bed proforma in **Annexure-VII** to certify that the bidder does not false or mislead the Nigam, if found, failing which bid may be rejected at any stage.
15	**MATERIAL TESTING:** The bidder has to furnish acceptance for material testing as per latest st andard and as per order specification, if required. The testing of the material shall be carried ou t through any NABL accredited LAB or any other organization of the choice of UPRVUNL. If requ ired 3rd party inspection may be done jointly by M/s Lloyd register industrial Services & UPRVU NL. **Firm shall provide the acceptance of the following conditions on their letterhead**: - (a) If the sample found correct in the lab testing report then Inspection charges/testing charges shall be borne by UP Rajya Vidyut Utpadan Nigam Ltd. (b) In case any sample fails in the lab testing report then Inspection charges/testing charges sh all be borne by the Firm for all samples of the material along with the charges of 3rd party M/s Lloyd register industrial Services. (c) Sampling shall be done jointly by the representative of Firm and UPRVUNL / M/s Lloyd regist er industrial Services.

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3. **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---