बिड संख्या/Bid Number: GEM/2026/B/8131941

दिनांक /Dated: 15-10-2026

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	26-10-2026 16:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	27-10-2026 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: poojasaha@ntpc.co.in
कुल मात्रा/Total Quantity	1380
वस्तु श्रेणी /Item Category	Schedule No. 1 - 100280712 - 10 - M1619991348 - TUBE SMLSSSA312-TP30415MM , Schedule No. 2 - 100280712 - 20 - M1619991343 - PIPE SSTP304LSMLSSCH40S50DN , Schedule No. 3 - 100280712 - 30 - M1619991347 - TUBE SSTP304LSMLS2MM18MM4000MM , Schedule No. 4 - 100280712 - 40 - M1619991345 - TUBE SSTP304LSMLSSCH10S20DN , Schedule No. 5 - 100280712 - 50 - M1619991344 - PIPE SSTP304LSMLSSCH40S40DN
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	PIPES
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Polyethylene Pipes for Water Supply conforming to IS 4984, Pipes for Gardening Purposes (V2), Lancing Pipes confirming to IS 10577, Bends for HDPE Pipes, Parallel Bar - Outdoor Gym Equipment, Seamless / Welded Pipes (BHEL), Drill Pipes (Petroleum Industry), Regular Casing Pipes (ONGC), Connector Pipes for Washbasins/ Sinks/ Geyser, Unplsticized PVC Pipes for Water Supply conforming to IS 4985
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	• Bends for HDPE Pipes
बीओक्यू शीर्षक /BOQ Title	102 100280712 Procurement of SS Pipes and tubes for NTPC NPGC

बिड विवरण/Bid Details	
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Relaxation for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Relaxation for Years of Experience and Turnover	No
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Certificate (Requested in ATC),OEM Authorization Certificate,Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Compliance of BoQ specification and supporting document *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	No
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	3
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	3
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
प्राथमिक उत्पाद श्रेणी/Primary product category	Schedule No. 1 - 100280712 - 10 - M1619991348 - TUBE SMLSSSA312-TP30415MM
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	Item wise evaluation
मध्यस्थता खंड/Arbitration Clause	No

बिड विवरण/Bid Details	
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.
3. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

मूल्यांकन विधि(मदवार मूल्यांकन विधि) / Evaluation Method (Item Wise Evaluation Method)

Contract will be awarded schedule wise and the determination of L1 will be done separately for each schedule. The details of item-consignee combination covered under each schedule are as under:

मूल्यांकन अनुसूचियां / **Evaluation Schedules**	वस्तु/श्रेणी / **Item/Category**	मात्रा / **Quantity**
Schedule 1	Schedule No. 1 - 100280712 - 10 - M1619991348 - Tube Smlsssa312-tp30415mm	240
Schedule 2	Schedule No. 2 - 100280712 - 20 - M1619991343 - Pipe Sstp304lsmlssch40s50dn	150
Schedule 3	Schedule No. 3 - 100280712 - 30 - M1619991347 - Tube Sstp304lsmls2mm18mm4000mm	330
Schedule 4	Schedule No. 4 - 100280712 - 40 - M1619991345 - Tube Sstp304lsmlssch10s20dn	330
Schedule 5	Schedule No. 5 - 100280712 - 50 - M1619991344 - Pipe Sstp304lsmlssch40s40dn	330

Schedule No. 1 - 100280712 - 10 - M1619991348 - TUBE SMLSSSA312-TP30415MM

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

तकनीकी विशिष्टियाँ /Technical Specifications

Specification Document	View File
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

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	Bidyasagar Sawaiyan	824301,GSTIN: 10AAACN0255D2ZC NTPC Stores, Nabinagar STPS NPGC-Shivanpur Aurangabad 824303 Bihar	240	120

Schedule No. 2 - 100280712 - 20 - M1619991343 - PIPE SSTP304LSMLSSCH40S50DN

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

तकनीकी विशिष्टियाँ /Technical Specifications

Specification Document	View File
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

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	Bidyasagar Sawaiyan	824301,GSTIN: 10AAACN0255D2ZC NTPC Stores, Nabinagar STPS NPGC-Shivanpur Aurangabad 824303 Bihar	150	120

Schedule No. 3 - 100280712 - 30 - M1619991347 - TUBE SSTP304LSMLS2MM18MM4000MM

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

तकनीकी विशिष्टियाँ /Technical Specifications

Specification Document	View File
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

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	Bidyasagar Sawaiyan	824301,GSTIN: 10AAACN0255D2ZC NTPC Stores, Nabinagar STPS NPGC-Shivanpur Aurangabad 824303 Bihar	330	120

Schedule No. 4 - 100280712 - 40 - M1619991345 - TUBE SSTP304LSMLSSCH10S20DN

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

तकनीकी विशिष्टियाँ /Technical Specifications

Specification Document	View File
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

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	Bidyasagar Sawaiyan	824301,GSTIN: 10AAACN0255D2ZC NTPC Stores, Nabinagar STPS NPGC-Shivanpur Aurangabad 824303 Bihar	330	120

Schedule No. 5 - 100280712 - 50 - M1619991344 - PIPE SSTP304LSMLSSCH40S40DN

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

तकनीकी विशिष्टियाँ /Technical Specifications

Specification Document	View File
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

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	Bidyasagar Sawaiyan	824301,GSTIN: 10AAACN0255D2ZC NTPC Stores, Nabinagar STPS NPGC-Shivanpur Aurangabad 824303 Bihar	330	120

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. **Generic**

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

3. **Scope of Supply**

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

4. **Buyer Added Bid Specific ATC**

   Buyer Added text based ATC clauses

Sl.No.	ATC

1.	**Nil Deviation Clause:** The sellers who participate in current Tender are deemed to have fully accepted all Terms & Conditions, Technical Specifications, Data Sheets, Drawings, 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, and 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 submitted by the bidder along with its bid, which is in contravention to buyer's bidding documents inter-alia including technical specification, those will not be taken into cognizance. 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 material is rejected due to deviation with respect to tender specification.
2	"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."
3.	**Payment Terms** : As per GeM GTC
4	**PDI Clause (Inspection and Tests):** Applicable. **Manufacturing Address:** **Bidders may specifically mention their works/Manufacturing address in their bid for conducting pre-despatch inspection of materials.** For cases with PDI, Vendor shall raise Inspection Call in Team Up Portal for Pre-Dispatch Inspection. PDI shall be done by NTPC Regional Inspection Office (RIO) on Category-I basis as per the enclosed Manufacturing Quality Plan. For any problems related to raising of QP/ Inspection Call/ TeamUp Portal, Vendor may contact Site FQA.

5	**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 for rejection. · 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.
6	· All post award communication/ grievance will be addressed to consignee at email id: VSSAWAIYAN@NTPC.CO.IN · In case of non-resolution of the issue, matter can be escalated along with previous correspondence(s) to email id: - vendor_grievance_cpg2@ntpc.co.in. · Any communication other than post award are not to be asked through above mail IDs. NTPC will not take cognizance of any such correspondence sent to above mail IDs and shall be outrightly ignored.
7	**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 man

	agement or policy decisions exercisable by a person or persons acting individually or in c oncert, directly or indirectly, including by virtue of their shareholding or management rig hts 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 cont rol of Government of India/State Government. (B) Bidders who participate in current tender are deemed to have accepted the followin g compliance to Clause "Conflict of Interest": **Compliance to "Conflict of Interest" provisions** We confirm that we have read and understood the Clause as mentioned under Buyer Ad ded Bid Specific ATC regarding "Conflict of Interest" and our bid is in compliance to this c lause. 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 established that we have not complied with terms of aforesaid Clause as mentioned under 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 Debarment from Business Dealings and shall be dealt accordingly. The policy document can be accessed through the following lin k: https://ntpctender.ntpc.co.in/Heading/Policy_for_Debarment_from_Business_Dealings.pdf
8	No contract shall be awarded to a bidder against whom a Debarment Order has been iss ued as per Employer’s Policy for Debarment from Business Dealings. Policy details can b e 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_Dealings.p df
9	**Delivery Tolerance** : Not Applicable
10	**Price Variation:** Not Applicable

11	**Common IP Addresses:** Bidders may please note that GeM is capturing and showing the IP addresses used by the Buyer and the Bidder(s) /Seller(s). The received bids having matching/common IP addres s with either Bidder(s)/Seller(s) or Buyer, shall be outrightly rejected & shall not be consid ered for further evaluation.
12.	**Purchase Preference to MSE-SC/ST & Women:** In case procurement of Goods/Services, preferences to MSEs whose quoted prices are wit hin L1(non-MSEs) + 15% range (subject to matching of L1 price) will be given in the follo wing 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 non-Splitable: 100% of contract quantity will be awarded to MSEs. (ii) Where the requirement is splitable: 25% of contract quantity will be awarded to MSE s. In case of more than one MSEs (for the same category) are within range of L1+15% pri ce, then 25% of tendered quantity will be divided equally amongst them. Note : • L1 bidder mentioned above is non-MSE • Purchase preference margin is +15% of L1 quoted price • If L1 bidder is MSE, then purchase preference is not applicable • The SC/ST & Women category of MSEs is identified only through valid URC(Udyam Registration Certificate)

13	(1) Bidder shall submit Udyam Registration certificate (URC) to avail Purchase preference under MSE clause. Only Manufacturers of tendered material are eligible for MSE benefit. Verification of Udyam Registration Certificate of MSME bidders to be done on the actual d ate of bid opening of subject tender. If the URC submitted by the MSME bidder in the ten der/OFFER and verification of URC on the portal on the actual BOD are found to be differ ent, then In such case, verification of URC on the portal to be considered. (2) Please attach a self-declaration on your letterhead if you are the manufacturer of pro ducts offered in tender. (3) Bidder shall submit MII declaration clearly mentioning BID NO, Name of tendered item , % Local content, place of addition of local content. The document shall be duly signed b y the OEM.
14.	**RISK PURCHASE:** In the event of Suppliers failure to supply the material of acceptable quality in scheduled delivery period, NTPC reserves the right to procure the materials from any other source a t the Suppliers risk and cost and the difference in cost shall be borne by the Supplier. Further, NTPC shall retain the right of forfeiture of CPG and or any other action as deeme d fit.
16.	**Tender issuing Authorities:** **Sr. Manager(C&M)** **email:poojasaha@ntpc.co.in** **Addl. Gen. Manager(C&M)** **Email:** CMALLICK@NTPC.CO.IN
17.	**EMD: Not applicable**

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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---