बिड संख्या/Bid Number: GEM/2026/B/8150195

दिनांक /Dated: 15-10-2026

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	05-11-2026 17:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	06-11-2026 17:00:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	90 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Mines
विभाग का नाम/Department Name	Materials
संगठन का नाम/Organisation Name	National Aluminium Company Limited, Bhubaneswar
कार्यालय का नाम/Office Name	Materials
शिकायत निवारण के संपर्क विवरण/ Contact details of Grievance redressal	HOD Email id :suryakant.mohanty@nalcoindia.co.in Buyer Email id: smlt.mmp@gmail.com
कुल मात्रा/Total Quantity	20
वस्तु श्रेणी /Item Category	TOP RING FOR TAPPING LADLE
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	TOP RING FOR TAPPING LADLE
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Ring Toss Game for Kids (V3), Electric Power Plug Top for Industrial Applications, Basketball Ring, Body Seat Ring For Non Return Valve-IS:5312, Solar Power Plant (Roof Top) for ONGRID System, Single Phase, File/Folder (V3), Solar Power Plant (Roof Top) for ONGRID System, Three Phase (V2), PLASTIC BIB TAPS, PILLAR TAPS, ANGLE VALVES & STOP VALVES FOR HOT & COLD WATER SERVICES Conforming to IS 9763, Planetary Ball Mill for Laboratory, NBR O - Ring for Self Closing Valves of LPG Cylinders
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	• Ring Toss Game for Kids (V3)
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	Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	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	6
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	1
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
बिड का प्रकार/Type of Bid	Single Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	4 Days
निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
Payment Timelines	Payments shall be made to the Seller within **10** days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC)
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	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 खरीद वरीयता / MII Purchase Preference

एमआईआई खरीद वरीयता / MII Purchase Preference	Yes
मेक इन इंडिया विक्रेताओं को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% तक की सीमा में है / Purchase Preference to MII sellers availabele upto price within L1+X%	20
मेक इन इंडिया खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MII purchase preference	50
सार्वजनिक खरीद (मेक-इन-इंडिया को प्राथमिकता) आदेश 2017 के अनुसार केवल क्लास 1/क्लास 2 के स्थानीय आपूर्तिकर्ताओं को ही भागीदारी की अनुमति है दिनांक 16.09.2020 (समय-समय पर संशोधित एवं लागू) / Allow participation only from Class 1/Class 2 local suppliers as per the Public procurement(Preference to Make-in-india) order 2017 date 16.09.2020(as amended and applicable time to time)	Yes, in compliance with the MII ORDER : DPIIT Order(as amended and applicable time to time)

एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं/सेवा प्रदाता को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% / Purchase Preference to MSE OEMs/ Service Provider available upto price within L1+X%	15
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माता/सेवा प्रदाता को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Percentage of Bid quantity/amount for MSE OEMs/ Service Provider Purchase preference	25

ट्रेड्स भुगतान संबंधी विवरण/TReDS Payment Details

This Bid provides for Trade Receivables Discounting System (TReDS) as Preferred mode of payment. For MSME sellers, payments may be processed through a TReDS exchange in which the Buyer is registered, subject to applicable policy and regulatory guidelines. Accordingly, sellers intending to avail payment through TReDS are required to be registered with at least one TReDS exchange in which the buyer is registered.

1. Preference to Make In India products (For bids < 200 Crore):Preference shall be given to 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. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder 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 no purchase preference shall be granted. 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. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate .The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023.
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 and its subsequent Orders/Notifications issued by concerned Ministry .Benefits of MSE will be allowed only if seller/service provider is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

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 25% (selected by Buyer) percentage of total quantity. The buyers are advised to refer the OM_No.1_4_2021_PPD_dated_18.05.2023 for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

TOP RING FOR TAPPING LADLE (20 pieces)

(क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक/Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

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	SUBHENDU MISHRA	759145,PURCHASE DEPARTMENT, NALCO SMELTER PLANT, NALCO NAGAR	20	210

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. **Scope of Supply**

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

3. **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 %.

4. **Generic**

   Manufacturer Authorization: Wherever Authorised Distributors/service providers are submitting the bid, Authorisation Form /Certificate with OEM/Original Service Provider details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid

5. **Generic**

   While generating invoice in GeM portal, the seller must upload scanned copy of GST invoice and the screenshot of GST portal confirming payment of GST.

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

   1. TEST CERTIFICATE FROM NABL/GOVT.APPROVED LABORATORY FOR CHEMICAL COMPOSITION SHALL BE SUBMITTED WITH THE SUPPLY FOR EACH LOT.HOWEVER NALCO'S LABORATORY ANALYSIS REPORT SHAL L BE FINAL AND BINDING FOR EACH LOT OF SUPPL.

   2. GUARANTEE/WARANTEE:THE MATERIALS SHALL CONFORM TO SPECIFICATIONS FOR SATISFACTORY PE RFORMANCE UNDER NORMAL CONDITIONS AND CARRY A WARRANTY AGAINST ANY FAULTY-DESIGN, WR ONG SPECIFICATION, DEFECTIVE MATERIALS OR BAD WORKMANSHIP FOR A PERIOD OF 12 MONTHS FRO M THE DATE OF PUTTING INTO USE OR 18 MONTHS FROM THE DATE OF DISPATCH WHICHEVER IS EARLIE R. IN CASE THE MATERIAL IS FOUND DEFECTIVE DURING GUARANTEE PERIOD, THE SAME SHALL BE REPL ACED BY YOU FREE OF COST ON FOR NALCO SMELTER STORE BASIS

   3. DELIVERY SCHEDULE :

      DELIVERY SCHEDULE: TOTAL DELIVERY PERIOD FOR COMPLETION OF SUPPLY SHALL BE 210 DAYS FRO M THE DATE OF CONTRACT AS PER FOLLOWING BREAK-UP

I. 02 NOS OF SAMPLE TO BE DELIVERED WITHIN 60 DAYS OF PO PLACEMENT.

II. SAMPLE ACCEPTANCE/REJECTION SHALL BE GIVEN WITHIN 15 DAYS OF RECEIPT OF MATERIAL AT SITE.

III. BULK DELIVERY TO BE DONE WITHIN 120 DAYS AFTER SAMPLE APPROVAL BUT OVERALL WITH IN 210 D AYS FROM THE DATE OF CONTRACT.

4. PAYMENT TERMS:

a) 100% PAYMENT SHALL BE RELEASED THROUGH E-MODE WITHIN 10 DAYS OF CRAC.

b) PAYMENT OF GST WILL BE RELEASED SUBJECT TO REFLECTION OF SELLER'S INVOICE IN GSTR 2A/ANX- 2 (GST NEW RETURN) OF NALCO.

5. THE DULY FILLED UP ,SIGNED AND STAMPED TECHNICAL CHECKLIST ALONG WITH SIGNED & STAMPED A NNEXURE-I & II OF TECHNICAL CHECKLIST MUST BE SUBMITTED WITH THE OFFER FOR CONFIRMING COM PLETE ACCEPTANCE OF THE SAME . NON-SUBMISSION OF THE SAME SHALL LEAD TO TECHNICAL REJCTI ON OF THE OFFER.

6**. PRICE** :

a) THE **PRICE MUST BE QUOTED ON 'F.O.R. , NALCO SMELTER PLANT CENTRAL STORE' BASIS (I .E. INCLUDING P&F CHARGES, FREIGHT CHARGES, INSURANCE CHARGES, GST ETC. IN SUPPLIE R'S ACCOUNT).**

b) THE QUOTED PRICE MUST ALSO BE INCLUSIVE OF GST (AS APPLICABLE) AND ALL OTHER A PPLICABLE CHARGES.

NOTE: Bidders should mention the applicable HSN code and GST rate only for the GST amount INCLUDED in the quoted prices.

7**. BIDDER MUST GO THROUGH ALL THE ANNEXURES ATTACHED BELOW AS "Buyer uploade d ATC document" AND SUBMIT COMPLETELY FILLED UP, SIGNED AND STAMPED ALL THE A NNEXURES ALONG WITH THE OFFER.**
NOTE- NON- SUBMISSION OF ANNEXURES AS MENTIONED ABOVE SHALL LEAD TO REJECTION O F OFFER.

8**. ANY DEVIATION MENTIONED IN THE OFFER BY BIDDER SHALL NOT BE CONSIDERED OR THE OFFER SHALL BE REJECTED. THEREFORE, PLEASE DO NOT MENTION ANY DEVIATION TO THIS G EM BID TERMS AND CONDITIONS IN YOUR OFFER.**

9. INCOME TAX / BILLING CLAUSES:

i. UNDER INCOME TAX CLAUSES

(A) FOR SUPPLY CONTRACTS / PURCHASE ORDERS / SUPPLY PORTION OF LSTK NALCO, BEING BUYER (UN DER SECTION 194Q INSERTED IN THE INCOME TAX ACT, 1961 VIDE FINANCE ACT 2021) HAVING TOTAL S ALES. GROSS RECEIPTS, OR TURNOVER FROM BUSINESS ABOVE RUPEES TEN CRORES DURING THE LAST FINANCIAL YEAR, WILL DEDUCT TDS UNDER SECTION 194Q, W.E.F. 01.07.2021, AT THE PRESCRIBES RAT E OF 0.1% ON THE PURCHASE VALUE OF ANY GOODS, AGGREGATE OF WHICH IS EXCEEDING THE THRES HOLD LIMIT OF RS.50 LAKHS IN A FINANCIAL YEAR. VENDORS/SELLERS ARE NOT TO COLLECT TAX AT SO URCE UNDER SECTION 206C(1H) OF THE ACT W.E.F. 01.07.2021, IN CASE PROVISIONS OF SECTION ARE APPLICABLE TO THEM. THE ABOVE IS AS PER THE CURRENT STATUE AND IS SUBJECT TO MODIFICATION(S) BASED ON AMENDMENTS/NOTIFICATIONS UNDER INCOME TAX ACT, 1961, FROM TIME TO TIME.

(B) FOR OTHER CONTRACTS / ORDERS INCOME TAX TDS, AS APPLICABLE AT THE PREVAILING RATE ON THE GROSS AMOUNT BILLED SHALL BE DEDUCTED FROM THE CONTRACTOR'S BILLS.

ii. UNDER INCOME TAX / BILLING CLAUSES VENDOR / PARTY CATEGORISED/DESIGNATED AS "SPECIFIED PERSON" UNDER SECTION 206AB OF INCOME TAX ACT, 1961 SHALL BE LIABLE FOR TDS AT HIGHER RATE

AS PROVIDED UNDER THE SAID SECTION, BY NALCO. SO, VENDORS/CONTRACTORS ARE ADVISED TO SUB MIT SELF-CERTIFIED COPIES OF INCOME TAX RETURN (ITR) FOR EACH OF THE TWO PREVIOUS YEARS FOR WHICH DUE DATE FOR FILING OF ITR HAS EXPIRED, ALONG WITH THE INVOICE/BILL SO AS TO FACILITATE NALCO, VERIFY THE APPLICABILITY OF SECTION 206AB.

10. BIDDERS ARE REQUESTED TO SUBMIT THEIR CONTACT DETAILS AND CONTACT PERSON NAME IN THE OFFER.

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

12. MANDATORY DOCUMENTS TO BE SUBMITTED ALONG WITH THE SUPPLY
The following documents shall be submitted along with each supply/consignment. Material received with out the mandatory documents specified below shall not be permitted entry into the plant premises.
A. GeM Invoice and GST Tax Invoice copy. Material shall not be allowed entry into the plant premises wit hout a valid GeM invoice.
B. Lorry Receipt (LR) copy.
C. E-Way Bill (wherever applicable, as per prevailing GST rules).
D. Guarantee/Warranty Certificate (wherever applicable).
E. Test Certificate (wherever applicable).
F. Pre-Dispatch Inspection (PDI) Report (wherever applicable).
G. Any other document(s) specifically stipulated elsewhere in the tender/contract terms.
H. The vehicle carrying the material shall have all statutory documents valid and up to date, including bu t not limited to:
Valid Driving License of the driver
Valid Pollution Under Control Certificate (PUCC)
Registration Certificate (RC) copy of the vehicle
Valid Insurance Certificate
Valid Road Tax/Permit, wherever applicable
Non-submission of the above documents, or submission of expired/invalid documents, shall render the ve hicle/material liable to be denied entry into the plant premises. NALCO shall not be held responsible for a ny delay arising out of such shortfall/non-compliance on the part of the supplier/transporter.

NOTE- Non-submission of the above documents, or submission of expired/invalid documents, shall render the vehicle/material liable to be denied entry into the plant premises. NALCO shall not be held responsibl e for any delay arising out of such shortfall/non-compliance on the part of the supplier/transporter.

13. **ORDER OF PRECEDENCE**:

In the event of any conflict between terms and conditions of NIT, the order of precedence (hierarchy for acceptance) shall be as follows:

i. Technical Specifications (Attached as Buyer Specification Document)
ii. Buyer Added Bid Specific Terms and Conditions
iii. GeM General Terms and Conditions (GTC)

14. DEBAR VENDORS: The bidders who are on holiday / negative list of NALCO as on due date of submissi on of offer / during the process of evaluation of the offers, the offers of such bidders shall not be consider ed for opening/ evaluation/award.

15. **Liquidated damages: Delivery period is the essence of the contract and the materials sho uld be dispatched within delivery period mentioned in this Bid/NIT, failing which, NALCO with out prejudice to its rights under the contract shall have the option either to recover liquidate d damages @ 1/2% of order value per week or part thereof subject to a maximum of 5% of th e undelivered portion/ the order value (if the item(s) cannot be used unless full supply is ma de) or to cancel the**
Order and purchase the materials from alternative source at the risk and cost of the supplier . Liquidated damages will be calculated on the basis of contract/ supply order price of servic es/materials excluding duties and taxes, where such duties/ taxes have been shown separate ly in contract/ supply order. LD shall be recovered along with applicable GST thereon.

16. **CONSIGNEE ADDRESS: MANAGER (MATERIALS), CENTRAL STORE, SMELTER PLANT, Nation al Aluminium Company Limited, ANGUL -759145, ODISHA. GSTIN : 21AAACN7449M1Z9.**

THE SELLER MUST ENSURE SUBMISSION OF GEM INVOICE, ORIGINAL TAX INVOICE, CHALLAN COPY, LORRY RECEIPT AND P&F RECEIPT ALONG WITH SUPPLY OF MATERIAL FAILING WHICH MATERIAL WILL NOT BE ACCEPTED..

17. IN CASE OF ANY QUERIES, BIDDERS SHALL CONTACT THE CONCERNED OFFICIALS AS MENTIONED BE LOW:

FOR TECHNICAL CLARIFICATION:
SRUTI RANJAN BEHERA
DY. GENERAL MANAGER (Metallurgy**),** Potline
EMAIL: sruti.behera@nalcoindia.co.in

FOR COMMERCIAL CLARIFICATION:
GYANENDRA KUMAR JHA
GENERAL MANAGER- MATERIALS
EMAIL: gyanendra.jha@nalcoindia.co.in

FOR PAYMENT:

SELLER'S NAME STARTING WITH ALPHABETS A TO L: Mr.. Sandeep Kumar Sah, Manager (FIN.), MAIL: sandeep.sah@nalcoindia.co.in

SELLER'S NAME STARTING WITH ALPHABETS M TO Z: MR. J.K. JENA, A M (FIN.),

MAIL: jnanendra.jena@nalcoindia.co.in
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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---