बिड संख्या/Bid Number: GEM/2026/B/8151302
दिनांक /Dated: 15-10-2026

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	29-10-2026 10:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	30-10-2026 10:00:00
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	Contracts And Materials
संगठन का नाम/Organisation Name	Damodar Valley Corporation
कार्यालय का नाम/Office Name	Damodar Valley Corporation
शिकायत निवारण के संपर्क विवरण/ Contact details of Grievance redressal	HOD Email id :nripendranath.mondal@dvc.gov.in Buyer Email id: rahul.592501@dvc.gov.in
कुल मात्रा/Total Quantity	1
वस्तु श्रेणी /Item Category	Complete Assembly of HP Ash Water Pump, Type: Axially Split, Capacity: 550 m^3 /hr, Total Head: 75 m,
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	Complete Assembly of HP Ash Water Pump, Type: Axially Split, Capacity: 550 m^3/hr, Total Head: 75 m, Speed:1480rpm, MKW155, Single Stage
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	• Submersible Sewerage Pump
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) *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

बिड विवरण/Bid Details	
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	7
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	Single Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	3 Days
निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
Payment Timelines	Payments shall be made to the Seller within **10** days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC)
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	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	No

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.

Limited Tender

Limited Tender Applicable	Yes
Reason	The sources of supply are definitely known and possibility of fresh source(s) beyond those being tapped is remote.
List of Seller Organization for participation	**********, **********, **********, **********, **********

1. **Purchase preference to Micro and Small Enterprises (MSEs):** Purchase preference will be given to MSEs having valid Udyam Certificate and whose credentials are validated online through Udyam Registration portal as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service, and Buyer will decide eligibility for purchase preference based on documentary evidence submitted in case of product bids, whereas in case of services the eligibility is automatically validated. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 25% (selected by Buyer) percentage of total quantity. The buyers are advised to refer the OM_No.1_4_2021_PPD_dated_18.05.2023 for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

Complete Assembly Of HP Ash Water Pump, Type: Axially Split, Capacity: 550 M³ /hr, Total Head: 75 M, (1 pieces)

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	Suraj Lakra	722183,Office of the Store In Charge, Central Stores, Mejia Thermal Power Station (MTPS)-DVC, Mejia	1	120

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

Name of the Tender Procurement of complete set of HP Water Pump (without motor) for Ash handling plant, U # 4, MTPS.

The names and designation of officers for any enquiry of this tender are:-

SL. NO.	NAME	DESIGNATION	ADDRESS	EMAIL-ID

1.	ARCHANA LAKRA	Sr.Manager TECHNICAL-2	MEJIA THERMAL POWER STATION	Archana.lakra@dvc.gov.in
2.	RAHUL KUMAR	Manager, TECHNICAL-2	MEJIA THERMAL POWER STATION	Rahul.592501@dvc.gov.in

A. **TENDER TYPE:** This tender is being processed on LTE. Only offer of following bidder will be acceptable: (i) Unicon Techno Solutions Pvt. Ltd (ii) FLOWCON ENGINEER INDIA PRIVATE LIMITED (iii) BLN ENGG & CONSTRUCTION (iv) Power Tech Mining Pvt. Ltd (v) WPIL LIMITED

B. **PRICE BASIS:** The rates quoted by the bidder must be Firm till execution of the contract and on FOR Destination Basis in INR currency and that will be inclusive of Packing & Forwarding charges and Freight charges (if any) etc. and inclusive of Goods and Services Tax (GST). Bidder is to submit HSN code with documentary evidence. Confirmation of GST with applicable rate is required.

C. **Bid evaluation :** DVC has adopted Single Envelope Bidding System for all tender except EPC, QCBS and any tenders having e-reverse auction. During the Single Stage Single Envelope bid evaluation, a comparative statement of prices for all participating bidders shall be prepared first. The techno-commercial evaluation will then be carried out only for the L1 (Lowest Evaluated) bidder. If the techno-commercial documents of the prospective L1 bidder are found non-compliant with the NIT requirements, the evaluation shall be taken up for the next lowest bidder (L2), and so on, until a bidder is found to be fully aligned with the QR of the NIT. All applicable provisions of the MSME Policy, Make in India (MII) Policy, and other statutory norms of GOI shall be followed in line with the provisions of NIT.

D. **LD CLAUSE:** If the Seller/Service Provider fails to deliver any or all of the Goods/Services within the original/re-fixed delivery period(s) specified in the contract, the Buyer will be entitled to deduct/recover the Liquidated Damages for the delay, unless covered under Force Majeure conditions, @ 0.5% of the contract value of delayed quantity per week or part of the week of delayed period, until actual delivery or performance, as pre-estimated damages not exceeding 5% of the total contract value without any controversy/dispute of any sort whatsoever. However, in case of inordinate delay maximum deduction shall be 10% of the total contract value.

Note: Inexcusable delays of more than one-fourth (25%) of the completion period specified in the contract shall be treated as inordinate delay(s).

E. **RISK PURCHASE CLAUSE:** (i)Alternatively, the Purchaser reserves the right to purchase the material from elsewhere at the sole risk and cost of the Vendor and recover all such extra cost incurred by the Purchaser in procuring the material by the above procedure. (ii)Alternatively, the Purchaser may cancel the Order completely or partly without prejudice to his right under the alternatives mentioned above. In the event of recourse to alternative (i) and (ii) above, the Purchaser will have the right to repurchase the stores, to meet urgency in requirement caused by Vendors failure to comply with the schedule of delivery irrespective of the fact whether the materials are similar or not.

F. **FORCE MAJEURE CLAUSE:** Vendor shall not be considered in default if delay in delivery occurs due to causes beyond his control such as acts of God, natural calamities, civil wars, fire, strike, frost, floods, riot and acts of unsurpassed power. Only those causes which have duration of more than seven (7) days shall be considered cause of force /calendar majeure. A notification to this effect duly certified by the statutory auth

orities shall be given by the Vendor to the Owner within 10 days from the date of such Force Majeure condition by registered letter. In the event of delay due to such causes, the delivery schedule will be extended for a length of time equal to the period of force majeure or at the option of the Owner the order may be cancelled. Such cancellation would be without any liability whatsoever on the part of the Owner. In the event of such cancellation, the Vendor shall refund any amount advanced or paid to the Vendor by the Purchaser and deliver back any materials issued to him by the Purchaser and release facilities, if any, provided by the Purchaser.

G. **PAYMENT TERMS**: 100% payment along with applicable Taxes & duties will be released within ten (10) days of issuance of consignee receipt-cum acceptance certificate (CRAC) and online submission of bills.

H. **LIMITATIONS OF LIABILITY:** Except in cases of Criminal Negligence or wilful misconduct, (i) The Contractor and The Employer shall not be liable to the Other Party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or Interest costs, provided that this exclusion shall not apply to any obligation of the Contractor to pay liquidated damages to the Employer AND (ii) The aggregate liability of the Contractor to the Employer, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the Contractor to indemnify the Employer with respect to patent infringement, copy right, workman compensation.

I. **EMD** : EMD is not applicable for contract value below Rupees 50 lakh.

J. **PERFORMANCE SECURITY:** For procurement up-to Rs. 1 Cr, security deposit may be recovered as Pro-rata deduction @ 3% from the RA bills, and it will be released after Performance Guarantee period.

K. **CONFLICT OF INTEREST:**

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 t

he 'Conflict of Interest' provisions solely because they are under common control of Government of India/State Government.

Compliance to “Conflict of Interest” provisions to be submitted as per format in **Form No. 11** in Bid Forms and Procedures.

L. **Prevention of corruption activities** :

A public procurement contract, besides being a commercial transaction, is also a legal Transaction and it is abide by Prevention of Corruption Act, 1988.

(1) The Bidder(s)/ Contractor(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s)/ Contractor(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution:

a. The Bidder(s)/Contractor(s) will not, directly or through any other person of firm, offer, promise or give to any of Principal's employees involved in the tender process or the execution of the contract, or to any third person any material or other benefit, which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or, understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

c. The Bidder(s)/ Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/Representatives in India, if any. Similarly, the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further, details as mentioned in the "Guidelines on the Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/ Contractor(s). Further, as mentioned in the Guidelines all the payment made to the Indian agent/representative shall be in Indian Rupees only. Copy of the "Guidelines on the Indian Agents of Foreign Suppliers" is attached.

e. The Bidder(s)/ Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

(2) The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

(3) If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Para-1 & 2 above, or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify such Bidder(s)/Contractor(s) from the tender process or to terminate the contract, if already signed and to take action as per the procedure of "Banning of business dealings" of t

he Principal.

Compliance to "Prevention of Corruption activities" provisions to be submitted as per format in **Form No. 10** in Bid Forms and Procedures.

M. **INSPECTION:** All materials to be manufactured/ supplied by you against this enquiry shall be subject to inspection after arrival at site, check and/or test by the purchaser or his authorized representative. If upon delivery, the material does not meet the specifications the material shall be rejected and you will be intimated for repair/modify or for replacement. In such cases all expenses including to-and-fro freight, repacking charges etc., if required shall be to your account.

N. **TRANSIT INSURANCE:** Arrangements for transit insurance can be made by DVC as per Mega Risk Policy arranged with existing underwriter as per time being imposed.

O. **GUARANTEE/WARRANTY:** The Vendor shall warrant that all material supplied under the Order shall be new, unused and conform to the Purchasers / owners requirements and specifications as mentioned in the NIT. The Vendor shall guarantee the material under the Order for a period as follows.

Material Code	Guarantee/Warranty
For All Materials	18 months from the date of delivery or 12 month from the date of commissioning whichever is earlier

The date of delivery to be reckoned as the date of receipt of the material at site by the consignee. Within the Guarantee/Warranty Period if any material is found to be defective due to defective material / defective design / defective manufacturing process / poor raw material / bad workmanship, these shall be remedied free of cost by you. The guarantee period for such replaced part shall be the same as that of materials specified earlier. Inspection and acceptance of material, by DVC at DVC Site shall not in any way relieve the Vendor from the responsibility for proper performance during the guarantee period.

P. **CANCELATION/ SHORT CLOSURE:**

The Owner may terminate/short close the contract, by not less than 30 days' written notice to the bidder, to be given after occurrence any of the events specified in the Sl. No. (a) to (e) of this clause and 60 days in the case of the event referred to Sl. No. (f), (g) & (h) below:

a) The Vendor fails to comply with any of the terms of the Order or the bidder do not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Owner may have subsequently approved in writing.

b) The Vendor becomes bankrupt or goes into liquidation.

c) If as a result of Force Majeure, the Bidder is unable to supply a material for a period of not less than 60 days.

d) If the Bidder, in the judgment of the Owner has engaged in corrupt or fraudulent practices in competing or in executing the Contract. For the purpose of this clause.

e) "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution.

f) "Fraudulent Practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the Owner.

g) The vendor is otherwise precluded from complying with any of the terms of the order on account of any directives of any lawful authority.

h) If the Owner, at its sole discretion, decides to terminate this Contract. DVC reserves the right not to issue/accept tender documents to any intending bidders with whom DVC has stopped entering into business by virtue of policy decision.

Q. **VENDOR BILL TRACKING (VBT) SYSTEM:** A self-care vendor bill tracking system has been introduced under web URL: https://application.dvc.gov.in/Vendor/ where vendor has to register themselves and submit their contract related bills online. Contractor/Vendors will be required to upload digitally signed bill with requite documents as per WO/PO/Agreement through VBT portal only. Helpline Contact Details:IT Officer-Shri Kumar Nitish,email id:Kumar.nitish@dvc.gov.in,Ph-9308531221,Nodal Officer Shri Parshuram Jha ,email id: Parshuram.jha@dvc.gov.in ,Ph: 9798717400.

R. **Delivery Period:** All Material is to be supplied within 120 days from the date of purchase order.

S. **Required Documents**: a) Guarantee/Warranty Certificate to be furnished during supply of Material. b) 1:1 Interchangeability & Fitment Certificate are to be furnished during supply of Materials. c) Manufacturer test Certificate of all materials are to be furnished with supply.

T. **PACKING AND MARKING:** All goods shall be securely packed. All packages and unpacked materials shall be marked on at least two places indicating the name of the Purchaser/ Consignee, Purchase Order No., gross & net weights and dimensions with indelible paint in English. In case of bundles, metallic plates marked with the above details shall be tagged.

U. **PAYING AUTHORITY:** Sri. Prasadjit Garai, Sr.Manager(Fin) Accounts Dept. M- 8583972275(E-mail id: prasadjit.garai@dvc.gov.in).**DVC GST Number:** 19AABCD0541M1ZO.

V. **OUR BANKER:**(i)STATE BANK OF INDIA, A/C No: 10480362106, Branch: MTPS, IFSC Code: SBIN0006608, MTPS, P.O. MTPS ,District: Bankura, State: West Bengal, PIN: 722183 , (ii) PNB: MTPS Branch, IFSC: PUNB0149520 Account No : 1495050010321 Account Type : Current.

W. **CORRESPONDANCE:** All correspondence regarding Technical Aspects: Shri Saket Gaurav, Sr.Manager,(AHP), M- 7488862341(E-mail id: saket.gaurav@dvc.gov.in) All correspondence regarding Payment Queries: Sri. Prasadjit Garai, Sr.Manager (Fin), Accounts Dept. M- 8583972275 (E-mail id: prasadjit.garai@dvc.gov.in.All correspondence regarding Commercial Aspects: Mrs Archana lakra Sr.Manager (M), C&M Section,M-9432861534, (E-mail id:archana.lakra@dvc.gov.in)

X. **SETTELMENT OF DISPUTES AND ARBITRATION:** Shall be as per Clause no 20 of optional terms & conditions of contract of GCC.

Y. **NOTE:** Other Terms and conditions which are not specifically mentioned in the Terms and conditions of the NIT shall be guided by DVC's G.C.C as per applicability. Bidders are requested to visit Website **www.dvc.gov.in and www.dvctender.com for getting DVC's G.C.C.**
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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---