बिड संख्या/Bid Number: GEM/2026/B/8176302
दिनांक /Dated: 17-10-2026

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	27-10-2026 19:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	28-10-2026 19:00:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	180 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Steel
विभाग का नाम/Department Name	Nmdc Steel Limited
संगठन का नाम/Organisation Name	Nmdc Steel Limited
कार्यालय का नाम/Office Name	Nmdc Iron Steel Plant Jagdalpur Bastar Cg 494001
शिकायत निवारण के संपर्क विवरण/ Contact details of Grievance redressal	HOD Email id :lvsagar@nmdc.co.in Buyer Email id: bhartendunath.tiwari@nsltd.in
कुल मात्रा/Total Quantity	16
वस्तु श्रेणी /Item Category	IGNITION TRANSFORMER , BURNER CONTROL MODULE , MODULE SUB-RACK
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	MODULE SUB-RACK
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Bathroom Rack, Metal Shelving Racks (Adjustable Type) conforming To Is 1883 (V2), Relay Module, Theft Proof Rifle Racks, Squats Rack (Version 2), Wooden Shelf / Case / Rack / Credenza / Modular Storage (V2), Laboratory Reagent rack, Servers (V2), Smart Rack (V2), Stainless Steel Shelf Rack
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	• Relay Module
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,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

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?	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	1
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	IGNITION TRANSFORMER
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
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

एमआईआई के लिए सक्षम प्राधिकारी का विवरण:/Details of the Competent Authority for MII

सक्षम प्राधिकारी का नाम/Name of Competent Authority	CGM
सक्षम प्राधिकारी का पदनाम/Designation of Competent Authority	CGM
सक्षम प्राधिकारी का कार्यालय/विभाग/प्रभाग/Office / Department / Division of Competent Authority	MM
सीए अनुमोदन संख्या/CA Approval Number	38
सक्षम प्राधिकारी अनुमोदन तिथि/Competent Authority Approval Date	09-09-2026
सक्षम प्राधिकारी द्वारा प्रदान की गई स्वीकृति का संक्षिप्त विवरण/Brief Description of the Approval Granted by Competent Authority	Approval Granted by Competent Authority FOR THE FURTHER PROCESS

Competent Authority Approval for not opting Make In India Preference : View Document

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. **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.
2. 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	Ignition Transformer	5
Schedule 2	Burner Control Module	10
Schedule 3	Module Sub-rack	1

IGNITION TRANSFORMER (5 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	Mahendra Raud	494001,NMDC STEEL LIMITED, C/o NMDC Iron & Steel Plant, Nagarnar, postbox no.2, Jagdalpur , Dist .Bastar, CG 494001	5	180

BURNER CONTROL MODULE (10 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	Mahendra Raud	494001,NMDC STEEL LIMITED, C/o NMDC Iron & Steel Plant, Nagarnar, postbox no.2, Jagdalpur , Dist .Bastar, CG 494001	10	180

MODULE SUB-RACK (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	Mahendra Raud	494001,NMDC STEEL LIMITED, C/o NMDC Iron & Steel Plant, Nagarnar, postbox no.2, Jagdalpur , Dist .Bastar, CG 494001	1	180

क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें/Buyer Added Bid Specific Terms and Conditions

1. **Generic**

   OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity up to 25% of the contracted quantity during the currency of the contract at the contracted rates. The delivery period of quantity shall commence from the last date of original delivery order and in cases where option clause is exercised during the extended delivery period the

additional time shall commence from the last date of extended delivery period. The additional delivery time shall be (Increased quantity ÷ Original quantity) × Original delivery period (in days), subject to minimum of 30 days. If the original delivery period is less than 30 days, the additional time equals the original delivery period. The Purchaser may extend this calculated delivery duration up to the original delivery period while exercising the option clause. Bidders must comply with these terms.

2. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

NSL/Ref./SP-6588

ATC (ADDITIONAL TERMS & CONDITION)

Checklist

S.No.	Clauses
1	Proprietary
2	Payment terms
3	Penalty
4	Delivery Schedules
5	Warranty
6	Inspection
7	Price fall clause certificate
8	Bank Details Confirmation
9	SETTLEMENT OF DISPUTES
10	Business responsibility and sustainability (BRSR) compliance
11	SUSTAINABLE SOURCING

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1. Proprietary:

This tender is issued on proprietary basis to M/s Honeywell-Krom Schroder

The bidder should be OEM or their authorized dealer/ distributer/ Channel Partner. In case bidder is othe r than OEM, valid authorization certificate from OEM is required.

NSL may cross verify the authorisation directly from OEM and if authenticity/ genuinity of bidder is not e stablished, the offer will be summarily rejected

· Offers received for the makes mentioned in the tender document will only be considered as valid for ev aluation. If any firm submits offer against the tender for any make other than the make as mentioned in the tender, the same will be considered as unsolicited and rejected.

· The tender has been displayed only for information regarding items being procured by NMDC Steel Lim ited and not for participation of any other makes / firms which are not established / proved in NMDC Ste el Limited.

· However other firms, who are capable of supplying the tendered items of any other makes as per the t echnical specification mentioned in the tender document, may submit their credentials to GM (Materials), NMDC Steel Limited, Nagarnar, Jagdalpur, Chhattisgarh-494001, indicating tender reference no, for v endor registration for future tenders.

2. PAYMENT TERMS:

Advance payment terms are not acceptable and is liable for rejection of the offer.

Our standard payment terms are as below:

100% payment with applicable full taxes will be paid on acceptance within 30 days from the date of re ceipt/ acceptance of supplied items against submission of invoice with GST breakup.

3. PENALTY:

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In the event of placement of an order, should the supplier fail to deliver the stores in full or part there of within the delivery date including extended time if any, NMDC shall reserve the right to levy Liquid ated Damages on the supplier at 0.5% of the basic order value (excluding GST) of the undelivered sto res for each week or part thereof of delay but not exceeding 5% of the basic order value (excluding G ST) of such materials.

4. Delivery: **180 Days** from the receipt of the Purchase Order (PO).

5. Warranty:

The items shall be under warranty for a period of 18 months from the date of dispatch or 12 month s from the date of receipt of the items at site, whichever is earlier, against manufacturing defects, faulty materials and bad workmanship.

6. Inspection:

Final inspection of the materials will be carried out at project site after receipt of the materials (eve n if pre-dispatch inspection is carried out) which will be final & binding. In case the stores supplied are rejected either fully or partly on account of defects, bad workmanship or other reasons, the su pplier will have to arrange for free replacement of the same up to the destination point. The freight and incidental charges for return of the rejected materials will have to be borne by the supplier. In case, rejected materials are not collected after receipt of rejection notice, no liability in respect of lo ss, damage, deterioration etc. shall lie with the corporation.

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7 Price fall clause certificate:

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Price fall clause certificate submit as per format at Annexure I

Annexure –I

Price Fall Clause Certificate

I/We undertake that we have not offered to supply / supplied / are not supplying same or similar pro ducts / systems or sub systems at a price lower than that offered against the *GeM Bid No.*_____ ____*dtd* _____ in respect of any Organization/Ministry/Department of the Govt. of India or its Sub sidiaries or other PSU or any other private organization during the currency of the contract and if it is

found at any stage that same or similar product/systems or sub systems was supplied by the bidder to any Organization/Ministry/Department of the Govt. of India or its Subsidiaries or other PSU or any other private organization at a lower price during the currency of the contract, then that very price will be applicable to the present case and the difference in the cost would be refunded by the bidder to buyer, if the contract has already been concluded.

I/We also accept that:

1. I/We have to submit a copy of the last (latest) purchase order for the similar/ordered item(s) received from any Organization/Ministry/Department of the Govt. of India or its Subsidiaries or other PSU or any other private organization.

2. We will inform the purchaser of offer to supply/supply of the similar/ordered item(s) at a lower rate to any Organization/Ministry/Department of the Govt. of India or its Subsidiaries or other PSU or any other private organization during the currency of the contract.

8. Bank Details Confirmation as per Annexure-II

Annexure-II

Format for providing details to avail EFT (Electronic Fund Transfer)

To,

General Manager (Finance)
NMDC Steel Limited,
NAGARNAR
Dist. Bastar,494001

Sub: Payment through e-payment mode

Dear Sir,

With regard to above subject, we request you to make the payment under **e-payment mode** as per details furnished below:

1.	Beneficiary Name	
2.	Account Type	
3.	Account No.	
4.	Name of Bank	
5.	Name of Branch	
6.	Address of the Bank	
7.	MICR Code	
8.	Bank’s IFSC code	
9.	Beneficiary Contact No.	

10.	Email ID of Beneficiary	
11.	GST No	
12.	PAN NO. (Enclose copy of PANCARD also)	
13	Cancelled Cheque -Enclose copy	

I further authorize NMDC Steel Limited to seek references from bankers of the above b ank.

Yours faithfully,

(Name, Designation,

Signature & Seal of the Authorized Officer)

(Confirmation of the BANK)

Certified that the above particulars are found correct and matching with our records in respect of th e above Beneficiary.

For (Name of the Bank)

(Signature of the Bank Manager with Seal)

Note:

1. Beneficiary should either submit a cancelled cheque AND/OR get certification from the concerned ba bove format.
2. Beneficiary should either submit above details in his letter head or get this format stamped. A copy of PAN Card of the beneficiary may be enclosed, if not submitted earlier.

9.SETTLEMENT OF DISPUTES

9.1 CONCILIATION:

Any dispute, question, claim or difference arising out of or concerning this tender/ contract betwee n the parties shall be settled through mutual negotiation by the parties and parties shall make all e ndeavors to settle this matter amicably. In case such amicable settlements is not possible, the par ties shall take recourse to the conciliation proceedings for resolving such dispute, question, claim o r differences.

The Conciliatory Committee shall comprise of the following:

(i) A nominee of NSL Management- Member

(Independent of the officer handling the case)

(ii) A nominee of the Supplier/ Contractor –Member

(Independent of the officer handling the case)

(iii) Head of Law/ Law officer of NSL- Member

The above committee shall conduct the conciliation proceedings in accordance with the provisions of the Arbitration and Conciliation Act 1996. The venue of the conciliation shall be at Hyderabad. T he settlement so arrived at final conciliation shall be binding on both the parties and will not be call ed in question before any court or forum whatsoever. Reference to arbitration shall be made only when conciliation has failed.

9.2 ARBITRATION:

9.2.1. FOR ALL THE TENDERS OTHER THAN GLOBAL TENDERS

9.2.1.1 All disputes or differences which may arise between the Owner and Supplier/ Contractor in connection with this Contract (other than those in respect of which the decision of any person is ex pressed in the Contract to be final and binding) shall, after written notice by either party to the oth er and to the Chairman cum Managing Director of the NMDC Steel Ltd (who will be the appointing authority), be referred for adjudication to the sole Arbitrator to be appointed as hereinafter provid ed.

9.2.1.2 The appointing authority will send within ninety days of receipt of the notice of arbitration a panel of three names of persons, not directly connected with work, to the Supplier/ Contractor w ho will select any one of the persons named to be appointed as a sole Arbitrator within 30 days of r eceipt of names. If the appointing authority fails to send to the Supplier/ Contractor the panel of th ree names, as aforesaid, within the period specified, the Supplier/ Contractor shall send to the app ointing authority a panel of three names of persons who shall also be unconnected with the organi zation by which the work is executed. The appointing authority shall on receipt of the names as aforesaid select any one of the persons named and appoint him as the sole Arbitrator. If the appoin ting authority fails to select the person and appoint him as the sole Arbitrator within 30 days of rec eipt of the panel and inform the Supplier/ Contractor accordingly, the Supplier/ Contractor shall be entitled to invoke the provisions of the Indian Arbitration and Conciliation Act 1996 as amended fro m time to time.

9.3.1.3 The arbitral tribunal shall give reasons for its award. Each party shall bear its own cost and the cost of arbitration shall be equally borne by the parties. The award rendered in any arbitration hereunder shall be final and binding upon the parties. The parties agree that neither party shall ha ve any right to legal proceedings concerning any dispute under this agreement other than to enfor ce or facilitate the execution of the award rendered in such arbitration.

9.3.1.4 The arbitration proceedings shall be conducted in accordance with the Arbitration and Con ciliation Act 1996 as amended from time to time.

9.3.3

9.3.3.1. Arbitration between a Central Public Sector Undertaking of the Government of India (not u nder the Ministry of Steel) and the Employer shall be as per the guidelines of Ministry of He avy Industries and Public Enterprises, Government of India.

9.3.3.2. Arbitration between a Central Public Sector Undertaking of the Government of India under the Ministry of Steel, Government of India and the Employer, shall be as per the guidelines of the Ministry of Steel.

9.3.4. The further progress of any work under the contract shall unless otherwise directed by the Owner / Engineer continue during the arbitration proceedings and no payment due or paya ble **by/ to** the Owner shall be withheld on account of such proceedings. It shall not be ope n to arbitrator to consider and decide whether or not such work shall continue during the a rbitration proceedings.

i. The laws applicable to the Contract shall be the laws in force in India. The Courts of Hydera bad, Telangana shall have exclusive jurisdiction in all matters arising under this Contract.

10.BUSINESS RESPONSIBILITY AND SUSTAINABILITY (BRSR) COMPLIANCE:

The bidder shall comply with the following requirement on sustainable and responsible public procurement during the execution of contract: -

1. Social- The bidder participating in the tender should comply all applicable labour, occupational health & safety, and human rights laws throughout the contract period. The bidder shall ensure prohibition of child labour, forced labour, discrimination, and harassment; provide safe and healthy working conditions; respect workers' rights to freedom of association; and ensure compliance by all subcontractors and personnel engaged under the contract.

2. Environmental- The bidder/contractor shall conduct all activities in an environmentally responsible manner and comply with all applicable environmental laws, regulations, and statutory approvals. The bidder shall take appropriate measures to minimize environmental impacts arising from contract execution by promoting pollution prevention, efficient use of natural resources, waste minimization, climate change mitigation, and protection of biodiversity.

3. Financial- The bidder shall maintain the highest standards of financial integrity, transparency, and ethical business conduct throughout the contract period. The bidder shall comply with all applicable financial, taxation, anti-corruption, anti-bribery, anti-money laundering, and corporate governance laws. The bidder shall ensure fair business practices, timely statutory payments, responsible financial management, and complete transparency in financial transactions associated with the contract.

4. Regulatory- The bidder shall comply with all applicable Central, State, and Local laws, regulations, rules, notifications, and statutory requirements relevant to the execution of the contract. The bidder shall obtain and maintain all necessary licences, registrations, permits, approvals, and certifications throughout the contract period.

5. Reporting -BRSR compliant bidders should adhere to BRSR core reporting.

11.SUSTAINABLE SOURCING:

The Bidders shall furnish an undertaking on their company letterhead (Annexure: -III) confirming the sustainable sourcing i.e., embedding environmental, social, and ethical considerations into every step of their procurement indicating the percentage of inputs sourced sustainably. In the event of non-submission of the undertaking, it shall be deemed that the bidder does not follow sustainable sourcing practices and/or does not source materials sustainably. "

Annexure-III

(On Bidder's Letterhead)

Date: _____

To,

Subject: Undertaking for Sustainable Sourcing Practices

We, M/s _____, hereby confirm that we incorporate environmental, social, and ethical considerations into our procurement and sourcing processes and are committed to sustainable sourcing practices.

We confirm that _____ % of the total inputs/materials utilized by our organization are sourced through sustainable sourcing practices incorporating environmental, social, and ethical considerations.

We hereby certify that the information furnished above is true and correct to the best of our knowledge and belief.

We understand that submission of false or misleading information may render our bid liable for rejection.

For and on behalf of:

Name of Bidder: _____

Authorized Signatory: _____

Designation: _____

Signature: _____

Company Seal/Stamp

Ø ***For any Techno-commercial clarification against this tender, please contact:***

–

Name & Designation:

I. Mr. Bhartendu Tiwari, (Materials),bhartendunath.tiwai@nsltd.in

II. Mr. Sharad Gupta, Sr, Mgr. (MM), sharadg@nmdc.co.in.

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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---