बिड संख्या/Bid Number: GEM/2026/B/8196392

दिनांक /Dated: 30-10-2026

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	09-11-2026 18:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	10-11-2026 18:00:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	120 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Power
विभाग का नाम/Department Name	Na
संगठन का नाम/Organisation Name	Ntpc Limited
कार्यालय का नाम/Office Name	Ussc Cpg2 Raipur
शिकायत निवारण के संपर्क विवरण/ Contact details of Grievance redressal	HOD Email id :sudiptodesarkar@ntpc.co.in Buyer Email id: dipthinikose@ntpc.co.in
कुल मात्रा/Total Quantity	1
वस्तु श्रेणी /Item Category	PR_ 700077174_ M9491806023_ VIBRATION ANALYSER, 4 CH, WITH DATA LOGGER_ Item-10_ Schedule-1
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	VIBRATION ANALYSER,4 CH,WITH DATA LOGGER
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	PSP Surveyor with Data Logger, Moulded Case Circuit Breakers (MCCB) Conforming To IS/IEC 60947 (Part 2), Digital Data Logger (V2), 4-channel Noise and Vibration Analyzer, Entry and Mid Level Desktop Computer, Heat Therapy Unit with Vibration and Magnetism, High End Desktop Computer, Electronic Milk Analyser with adulteration testing equipment, PVC Insulated (Heavy Duty) Electric Cables Marked To IS 1554 (Part 1) (V2), Cabinet Dryer (V2)
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	• 4-channel Noise and Vibration Analyzer
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),Compliance of BoQ specification and supporting document *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	No
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	3
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	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	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 Days
निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
Payment Timelines	Payments shall be made to the Seller within **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	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	100

ट्रेड्स भुगतान संबंधी विवरण/TReDS Payment Details

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

1. 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 100% (selected by Buyer) percentage of total quantity. The buyers are advised to refer the OM_No.1_4_2021_PPD_dated_18.05.2023 for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

PR_ 700077174_ M9491806023_ VIBRATION ANALYSER, 4 CH, WITH DATA LOGGER_ Item-10_ Schedule-1 (1 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

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Krishnendu Saha	492018,GSTIN: 22AAACN0255D4Z5 NTPC Ltd , Western Region-II Head Quarter , Plot No. -87, Sector-24, Atal Nagar, Nava Raipur	1	120

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

1. **Generic**

   Bidder shall submit the following documents along with their bid for Vendor Code Creation:

   a. Copy of PAN Card.

   b. Copy of GSTIN.

   c. Copy of Cancelled Cheque.

   d. Copy of EFT Mandate duly certified by Bank.

2. **Generic**

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

3. **Scope of Supply**

   Scope of supply (Bid price to include all cost components) : Supply Installation Testing Commissioning of Goods and Training of operators and providing Statutory Clearances required (if any)

4. **Buyer Added Bid Specific ATC**

   Buyer Added text based ATC clauses

   Contact details:

   1. Dipthi Nikose, DGM Purchase, 9450925449, dipthinikose@ntpc.co.in

   2. Sudipto De Sarkar, AGM Purchase, 9650509419, sudiptodesarkar@ntpc.co.in

Buyer Added Bid Specific Terms and Conditions	
1	Open Tender without Qualifying requirements

2	Nil deviation clause for all schedules: Compliance to ALL provisions of the bidding document (Nil Deviation bid) is mandatory whic h is to be accepted through the “Seller undertaking” during submission of offer by the seller in GeM. Through their acceptance, the seller undertakes the following: “1. With reference to our bid submitted against the tender, we hereby confirm that we com ply with all terms, conditions and specifications of the Bidding Documents read in conjunctio n with Amendment(s) / Clarification(s) / Addenda/Errata (if any) issued by the Employer prio r to opening of Techno-Commercial Bids and the same has been taken into consideration wh ile making our Techno-Commercial Bid & Price Bid and we declare that we have not taken a ny deviation in this regard. 2. We understand that in case the Products and/or Services offered do not meet the technic al requirements, then our bid shall be rejected as Technically non-responsive. We also confirm that in case we refuse to withdraw additional conditions/deviation s/variatio ns/exception, implicit or explicit, found anywhere in the techno-commercial bid, our bid shal l be rejected as Technically non-responsive. We further confirm that if any deviation/variation in any form is found in our Price Bid, the E MD shall be forfeited”.
3	If any seller/bidder has any clarification against technical specification or otherwise on any aspect of this bid, they can raise their representation against the same by using the Repres entation Window provided in the bid details field in Seller dashboard after logging in as a se ller within the time period after bid publication as allowed by GeM. Clarification asked throu gh any means other than above, may not be considered by NTPC.
4	Bidder may quote as per "Technical Specification" and/ or spec sheet attached for each line item/ schedule. In case of any contradiction between Category/ BOQ Item description and "T echnical Specification" of the item(s) attached in the tender, TECHNICAL SPECIFICATION OF THAT ITEM SHOULD BE CONSIDERED FOR THE SUBMISSION OF OFFER AND SAME SHALL BE CONSIDERED FOR EVALUATION PURPOSE AT OUR END. The details mentioned in the detaile d Technical specification shall be considered final for the offer/ bid/ technical evaluation. Bidder has to quote make and model in GeM as per option available in GeM during submissi on of offer after meeting all the technical specification of tender. After opening of bids, any c hange in vendor's quoted make or model in their bid cannot be done and any such request will be rejected. In the event of an order, vendor’s quoted make and model in their bid will also get automatically populated in the GEM Purchase order. Also, MSE & MII benefits will b e given exclusively based on documents submitted in reference to the "quoted make and m odel" submitted in the GeM bid.
5	Guarantee/Warranty: 12 months from the date of use/commissioning or 18 months from the date of supply, whichever is earlier. (The Guarantee/ Warranty Terms and Conditions shall b e applicable to the material supplied against the PO. No separate Guarantee/ Warranty Certi ficate is required to be submitted by the Supplier along with the material. The Guarantee / Warranty terms and condition shall be binding on the supplier). If any higher Guarantee/war ranty mentioned in the technical specification the same shall be applicable.

6	Common IP Addresses: - Bidders may please note that GeM is capturing and presenting to t he buyer the IP addresses used by the Buyer and the Bidder(s) /Seller(s). The received bids having **matching/common IP address with either Bidder(s)/Seller(s) or Buyer**, shall be outrightly rejected & shall not be considered for further evaluation.
7	During techno-commercial evaluation of offer, clarification/ reply to the queries (if asked by NTPC) given by bidder will be considered an integral part of the GeM purchase order and th e vendor will be liable to execute the PO also in accordance with the same. Furthermore, in the event subsequent clarification(s)/query(ies) are sought and bidder fails to respond or re sponds with incorrect / inadequate or non-compliant information, the bid will be liable to be rejected. Subsequent representation(s) may not be accepted in such cases.
8	All post award communication/ grievance will be addressed to consignee at email id: krishn endusaha@ntpc.co.in . In case of non-resolution of the issue, matter can be escalated along with previous correspondence(s) to email id:- vendor_grievance_cpg2@ntpc.co.in.
9	Payment terms: As per tech. specs. If submission of PBG is a requirement of the tender, no payment shall be processed without submission of PBG.
10	**Make in India (MII):** Definitions, Explanatory Notes, Application of Purchase Preference in various scenarios & Fo rmats with regards to Local Content are available in Annexue-8 of the ATC attachment uplo aded along with the tender. Declaration of Local Content is a self-certification which is submitted by a bidder clearly indi cating the following details (**Annexure-8**): · Description of Goods and Services offered. · Whether meeting Class-I/Class-II/Non-Local Supplier as per tender terms and conditio ns. · % of Local Value Addition. · Location at which local value addition is made. Complaints pertaining to Local content declaration/value addition, if any, may be addressed by the complainant to the committee constituted by MoP, for independent verification of sel f-declarations and auditor's / accountant's certificates on random basis and in the case of c omplaints. The composition of the committee is as specified in MoP Order ref. no. A-1/2021-FSC-Part(5) dated 16.11.2021. In case of complaint made by any bidder to the Standing Committee constituted by MoP, th e tendering process will continue unless there is specific instruction/communication from th e Standing Committee/MoP/CEA to put the tendering process on hold. Annexure 8: Declaration regarding Local Content as per the Employer's format, for granting of purchase preference/ acceptance as Class-I/ II Local Supplier: In case a bidder does not submit the aforesaid declaration or statement/ any declaration like 'later', 'to be furnished later', 'NA' etc. are indicated by the bidder, then the Bidder is lia ble not to be considered as a local supplier and may not be eligible for any purchase preference/ bid is liable to be considered non-responsive and may be rejected. ~~*Further, Bidder shall be required to submit a certificate from the statutory auditor or cost a*~~

	~~uditor (in the case the bidder is a company) or from a practicing cost accountant or practicing chartered accountant (in respect of bidders other than companies) giving the percentage of local content at the time of execution of the project, or where it is not possible to provide certification at the time of execution of project, during execution prior to submission of last bill for payment.# In case aforesaid Certificate furnished by Contractor/Vendor is not in line with the declaration in respect of Local content in their bid, same may be treated as false declaration and may be dealt in line with the Fraud Prevention Policy of NTPC~~. ~~Bidders (in case manufacturers) are required to submit any of the following documents viz. Latest Annual Report or NSIC / SSI / BIS License/ ISO Certificate / Any Other Statutory Document as a proof of manufacturer of the offered product. In case bidder is a dealer/ trader, they are required to submit Declaration of Local Content duly signed by manufacturer along with submission of proof of manufacturing as elaborated above.~~ For tenders having lumpsum/ package evaluation involving supply of multiple items, weighted average of all items to be taken while calculating the local content of the package. In case of Procurement of Instruments such as Testing Instrument/ Measuring Instrument / Analysers etc. or if required by the buyer, bidder may be asked to furnish following supporting documents for Proof of Manufacturing of the specified Item(s) and/or Place of Local Value Addition: I. Latest Annual Report; or II. NSIC/ DIC/SSI Certificate; or III. BIS License/ ISO Certificate; or IV. Factory License/ Consent to Operate; or V. NABL Accreditation Certificate of Manufacturer's Laboratory; or VI. Vendor Assessment Report issued by GeM Authority; or VII. Any Other Statutory/Relevant Document as proof of manufacturing/Local value Addition.
11	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, o ne 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 b ehalf; 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 manag ement or policy decisions exercisable by a person or persons acting individually or in concer t, directly or indirectly, including by virtue of their shareholding or management rights or sh areholders' agreements or voting agreements or in any other manner. Vendor has to submit CONFLICT OF INTEREST declaration in bid during submission offer as d etail as "We confirm that we have read and understood the Buyer Added Bid Specific ATC Cl ause regarding "Conflict of Interest" and our bid is in compliance to this clause. In case it is established that we have provided any false information in pursuance of the aforesaid Clause, while competing for this contract, then our bid shall be rejected and bid security sh all be forfeited. We also understand that in case we become successful bidder, if it is establi shed that we have not complied with terms of aforesaid Clause, during execution of contrac t, this would be considered as fraudulent practice as mentioned in para 5.1 (j) of "Policy for Debarment from Business Dealings" and shall be dealt accordingly." Note: Policy for Debarment from Business Dealings available at "https://ntpc.co.in/sites/def ault/files/policy- documents/Policy_for_Debarment_from_Business_Dealings.pdf". **CONFLICT OF INTEREST DECLARATION FORM** …… PACKAGE FOR …… …. PROJECT BIDDING DOCUMENT NO. …… (Compliance to "Conflic t of Interest" provisions) We confirm that we have read and understood the ITB* Clause regarding "Conflict of Interes t" and our bid is in compliance to this clause. In case it is established that we have provided any false information in pursuance of the afo resaid ITB* Clause, while competing for this contract, then our bid shall be rejected and bid security shall be forfeited. We also understand that in case we become successful bidder, if it is established that we ha ve not complied with terms of aforesaid ITB Clause, during execution of contract, this would be considered as fraudulent practice as mentioned in para 5.1 (j) of "Policy for Debarment fr om Business Dealings" and shall be dealt accordingly.
12	Risk purchase- In the event of Suppliers failure to supply the material of acceptable quality i n scheduled delivery period, NTPC reserves the right to procure the materials from any othe r source at the Suppliers risk and cost and the difference in cost shall be borne by the Suppl ier. Further, NTPC shall retain the right of forfeiture of CPG/ PBG and or any other action as deemed fit.
13	Pre-Dispatch Inspection (PDI): Not Applicable.

14	EMD Not applicable.
15	Performance Bank Guarantee (PBG) Detail Not APPLICABLE
16	MSME benefit (purchase preference) is to be given as per following conditions: In case of procurement of goods/ services, preferences to MSEs whose quoted prices are wit hin L1 (non-MSEs) +15% range (subject to matching of L1 price) will be given in the followin g order: a) SC-ST Women MSEs b) SC-ST other than Women MSEs c) Women MSEs d) Other MSEs The MSE order quantity will be as per following: i. Where the requirement is Not-Splitable: 100% of contract quantity will be awarded to MSE s. ii. Where the requirement is Splitable: 25% of contract quantity will be awarded to MSEs. In case of more than one MSEs (for the same category) are within range of L1+15 % price, the n 25% of tendered quantity will be divided equally amongst them.

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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---