बिड संख्या/Bid Number: GEM/2026/B/8231643
दिनांक /Dated: 05-11-2026

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	16-11-2026 10:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	17-11-2026 10:00:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	90 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Mines
विभाग का नाम/Department Name	Materials
संगठन का नाम/Organisation Name	National Aluminium Company Limited, Bhubaneswar
कार्यालय का नाम/Office Name	Materials
शिकायत निवारण के संपर्क विवरण/ Contact details of Grievance redressal	HOD Email id :suryakant.mohanty@nalcoindia.co.in Buyer Email id: naneeta.priyadarshini@nalcoindia.co.in
कुल मात्रा/Total Quantity	1
वस्तु श्रेणी /Item Category	ELECTRICAL PLATFORM TRUCK
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	ELECTRICAL PLATFORM TRUCK
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Industrial Platform Truck, Platform Trolley (V3), Truck Mounted Boom Lift Platform, Electrical Extension Box (V4), Hydraulic Platform for Fire Fighting and Rescue (V4), Electronic Weighing Scales, Platform Stairlift, platform brush, Platform Step Ladder (V2), Pontoon Platform
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	• Industrial Platform Truck
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 *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**	1
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**	1
बिड से रिवर्स नीलामी सक्रिय किया/**Bid to RA enabled**	No
बिड का प्रकार/**Type of Bid**	Single Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /**Time allowed for Technical Clarifications during technical evaluation**	4 Days
निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/**Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)**	No
Payment Timelines	Payments shall be made to the Seller within **10** days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC)
मूल्यांकन पद्धति/**Evaluation Method**	Total value wise evaluation
मध्यस्थता खंड/**Arbitration Clause**	No
सुलह खंड/**Mediation Clause**	Yes (Mediation clause document) as per DoE OM No.F.1/2/2024-PPD dated 03.06.2024 mediation clause should not be routinely included in contracts and pre-litigation mediation can be taken up without any such clause also

ईएमडी विवरण/EMD Detail

आवश्यकता/Required	No

ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India

ईपीबीजी प्रतिशत (%)/ePBG Percentage(%)	5.00
ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).	18

(a).ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए। / EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

लाभार्थी /Beneficiary :
GM(FINANCE)
National Aluminium Company Limited, ANUGOLA
(National Aluminium Co.ltd.)

UIN Number NCTGC2415P

बोली विभाजन लागू नहीं किया गया/ Bid splitting not applied.

एमआईआई खरीद वरीयता / MII Purchase Preference

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

एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं/सेवा प्रदाता को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% / Purchase Preference to MSE OEMs/ Service Provider available upto price within L1+X%	15

सूक्ष्म और लघु उद्यम मूल उपकरण निर्माता/सेवा प्रदाता को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Percentage of Bid quantity/amount for MSE OEMs/ Service Provider Purchase preference	25

ट्रेड्स भुगतान संबंधी विवरण/TReDS Payment Details

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

1. Preference to Make In India products (For bids < 200 Crore):Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate .The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023.
OM_No.1_4_2021_PPD_dated_18.05.2023 for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017 and its subsequent Orders/Notifications issued by concerned Ministry .Benefits of MSE will be allowed only if seller/service provider is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

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

ELECTRICAL PLATFORM TRUCK (1 set)

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

तकनीकी विशिष्टियाँ /Technical Specifications

क्रेता विशिष्टि दस्तावेज़ /Buyer Specification Document	Download

परेषिती/रिपोर्टिंग अधिकारी तथा मात्रा/Consignees/Reporting Officer and Quantity

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	SUBHENDU MISHRA	759145,PURCHASE DEPARTMENT, NALCO SMELTER PLANT, NALCO NAGAR	1	150

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

1. **Generic**

   Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.

2. **Scope of Supply**

   Scope of supply (Bid price to include all cost components) : Supply Installation Testing and Commissioning of Goods

3. **Certificates**

   Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

4. **Forms of EMD and PBG**

   Successful Bidder can submit the Performance Security in the form of Account Payee Demand Draft also (besides PBG which is allowed as per GeM GTC). DD should be made in favour of

   National Aluminium Co. Ltd.
   payable at
   ANGUL
   . After award of contract, Successful Bidder can upload scanned copy of the DD in place of PBG and has to ensure delivery of hard copy to the original DD to the Buyer within 15 days of award of contract.

5. **Forms of EMD and PBG**

   Successful Bidder can submit the Performance Security in the form of Fixed Deposit Receipt also (besides PBG which is allowed as per GeM GTC). FDR should be made out or pledged in the name of

   NALCO
   A/C (Name of the Seller). The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of Security Deposit, the FDR will be released in favour of bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Successful Bidder has to upload scanned copy of the FDR document in place of PBG and has to ensure delivery of hard copy of Original FDR to the Buyer within 15 days of award of

contract.

6. **Forms of EMD and PBG**

Successful Bidder can submit the Performance Security in the form of Payment online through RTGS / internet banking also (besides PBG which is allowed as per GeM GTC). On-line payment shall be in Beneficiary name

National Aluminium Co. Ltd.
Account No.
10657908114
IFSC Code
SBIN0008279
Bank Name
SBI
Branch address
KANDSAR
. Successful Bidder to indicate Contract number and name of Seller entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer in place of PBG within 15 days of award of contract.

7. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

SECTION-A

NIT REF. NO. SMLT/MMP/407/3000012493

1. **PAYMENT TERM-**

A) Payment Terms: 100% payment shall be made after successful completion of commissio ning, testing and operation of the truck.

B) Payment of GST will be released subject to reflection of seller's invoice in GSTR 2a/anx-2(GST new return) of NALCO.

2. GUARANTEE/WARRANTY: Manufacturer’s guarantee certificate for a period of 1 Year f rom date of successful commissioning to be submitted along with dispatch documents.

3. **DELIVERY SCHEDULE**: Supply and commissioning to be completed within 5 months fro m date of PO Placement.

4. APPROVED VENDOR: Considering standardized nature of requirement, only **M/s. JOST S ENGINEERING COMPANY LIMITED** can participate in this bid.

5. CONTRACT CUM PERFORMANCE BANK GUARANTEE (CPBG)

Successful vendor shall submit a contract cum performance bank guarantee in Nalco's pres cribed format drawn from any of the list of banks to be intimated by Nalco for 5% of contra ct value (excluding taxes) including amendment from any bank approved by Nalco and as per Nalco’s format (annexures attached in buyer uploaded ATC) towards successful executi on of the contract and performance guarantee obligation of the equipment/ system, which will be valid up to 60(sixty) days beyond the warranty/guarantee period to cover the warran ty/guarantee. CPBG must be submitted within 15 days of award of contract on GeM.

If the vendor fails to submit CPBG after placement of order, the equivalent amount shall be deducted from the bill(s) of the vendor which may be released after receipt of CPBG. Subject to any deduction which Nalco is authorized to make contract cum performance bank guarantee shall be released after satisfactory execution of the contract. On the breach of the contract by the supplier, contract cum performance bank guarantee shall be forfeited/ encashed whether or not the company has suffered a loss on this account and purchase order will be rescinded. Forfeiture/encashment of contract cum performance bank guarantee does not prejudice Nalco's rights to make risk purchase and recover damages on account of such risk purchases. However, credit may be given for the contract cum performance bank guarantee forfeited/encashed in appropriate cases.

Note: CPBG to be submitted in the form of E-BG/ DD/FD/online payment. Details are provided earlier. Format of BG is provided in ATC attachment Annexure-I. Suppliers who choose to submit e-PBG through National E-Governance Services Limited (NeSL) platform, details of NALCO (Beneficiary) are provided in ATC attachment Annexure-II.

SECTION-B

1. PRICE BASIS: Price is to be quoted firm and fixed for Nalco smelter stores basis including all cost component i.e. P&F, freight & transit insurance, GST etc.

2. INCOME TAX CLAUSE:

A. In compliance to income tax act, u/s 206ab & 206cca company will check the filing of income tax return for each of the two previous financial years for which due date for filling of income tax return has expired and also check linking of pan with Aadhaar as required under the act, with the help of facility provided by income tax department for deciding the TDS %. However this is as per current status and is subject to modification based on further notification on the subject by govt. Of India under income tax act.

B. Nalco, being (buyer (under section 194q inserted in the income tax act, 1961 vide finance act2021) having total sales, gross receipts, or turnover from business above rupees ten crore during the last financial year, will deduct TDS under section 194q, w.e.f. 01.07.2021, at the prescribed rate of 0.1% on the purchase value of any goods, aggregate of which is exceeding the threshold limit of Rs. 50 lakh in a financial year. Accordingly, vendor/sellers are not to collect tax at source under section 206c (1h) of the act w.e.f. 01.07.2021, in case provisions of section are applicable to them.

3. DEBAR VENDORS: The bidders who are on holiday / negative list of NALCO as on due date of submission of bid / during the process of evaluation of the bids, the offers of such bidders shall not be considered for bid opening/ evaluation/award.

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

5. MANDATORY DOCUMENTS TO BE SUBMITTED ALONG WITH THE BIDS

Following documents must be submitted along with the bids, failing which, bids may be liable for rejection.

A. All necessary documents related to Bidders' Pre Qualification Criteria (PQC) complete in all respect, wherever applicable. It may be noted that, after submission of the bid, only related shortfall documents may be asked for and considered. For example, if the bidder has submitted a supply/ works order/contract document without its completion/performance certificate, the certificates can be asked for and considered. However, no new supply /works order/contract document shall be considered to qualify the bidder.

B. Duly filled “Technical confirmation sheet” attached under “Buyer specification do cument” and “Confirmation to commercial terms, ATC & GTC” attached under “Buyer uploa ded ATC document”.

C. Earnest Money Deposit (EMD) on or before bid end date and time, wherever appli cable.

D. Duly filled annexures attached under “Buyer uploaded ATC document”.

E. Duly filled Integrity Pact (IP), wherever applicable.

F. Any document which needs to be certified by a practicing chartered accountant (CA) or Cost Accountant (CMA/CWA) as per tender requirement, must bear a valid UDIN, wit hout which, the document will not be accepted.

G. Any other documents mentioned elsewhere, which is a part of bid evaluation.

6. MANDATORY DOCUMENTS TO BE SUBMITTED ALONG WITH THE SUPPLY

The following documents shall be submitted along with each supply/consignment. Material r eceived without the mandatory documents specified below shall not be permitted entry int o the plant premises.

A. Contract copy.

B. GeM invoice and GST tax invoice copy. Material shall not be allowed entry into the plant premises without a valid gem invoice.

C. Lorry receipt (LR) copy.

D. E-way bill (wherever applicable, as per prevailing GST rules).

E. Guarantee/warranty certificate (wherever required).

F. Test certificate (wherever required).

G. Pre dispatch inspection (PDI) report (wherever required).

H. Any other documents specifically mentioned elsewhere during the tender.

I. The vehicle carrying the material shall have all statutory documents valid and up to date, including but not limited to:

- Valid Driving License of the driver
- Valid Pollution Under Control Certificate (PUCC)
- Registration Certificate (RC) copy of the vehicle
- Valid Insurance Certificate
- Valid Road Tax/Permit, wherever applicable

Non-submission of the above documents, or submission of expired/invalid docum ents, shall render the vehicle/material liable to be denied entry into the plant pr emises. NALCO shall not be held responsible for any delay arising out of such sho rtfall/non-compliance on the part of the supplier/transporter.

7. PROCEDURE FOR CLARIFICATION (PRE/POST BID OPENING)

A. Any clarification/representation against the bid document prior to bid opening, sh all be sought by the bidders online in the GeM Portal i.e., through the GeM representation w

indow only. Queries/clarifications/representations which are received through any mode oth er than GeM portal (offline mode or e-mail, etc.) will not be considered/entertained.

B. During bid evaluation, any clarification/shortfall documents shall be sought on Ge M portal through clarification window. Bidders must submit the same on the portal.

C. Through the representation window for rejected bidders, a bidder can submit thei r representation regarding a wrong evaluation of their bids.

8. CONTACT PERSONS FOR TENDER QUERIES, MATERIAL RECEIPT, CRAC & PAYME NT:

For tender related queries:

Ms. Naneeta Priyadarshini, S.M (Mat.), purchase. Mail:naneeta.priyadarshini@nalcoindia.co .in.

For receipt of materials and CRAC:

For spares and equipment:

Mr. Subhendu Mishra, Manager (Mat.), central store. Mail: subhendu.mishra@nalcoindia.co.i n.

For raw materials:

Mr. C S NAYAK, DM (Mat), central store. Mail:chandra.nayak@nalcoindia.co.in

For payment:

Seller's name starting with alphabets A to L: Ms. Sandeep Sah, Mgr (Fin.), mail: sandeep.sa h@nalcoindia.co.in

Seller's name starting with alphabets M to Z: Mr. J.K. Jena, AM (Fin.), mail: jnanendra.jena@ nalcoindia.co.in

9. Consignee: GM (Mat), Central store, NALCO Smelter Plant, Angul -759145, Odisha.

10. ADDRESS FOR SUBMISSION OF DD/CHEQUES/BG:

If original CPBG/EMD/SD is to be submitted in form of DD/CHEQUE, original must be sent to: **GM (FINANCE), NALCO smelter plant, Angul-759145, Odisha**. Gem bid/ contract num ber along with subject of the bid must be mentioned on the envelope.

In case of on-line payment, bidder must submit payment UTR no. with transaction details o ver e-mail to bid inviting authority: Naneeta Priyadarshini, Sr. Manager (Matls)/ e-mail: nan eeta.priyadarshini@nalcoindia.co.in/ Ph no. 9437477873 for further verification/confirmatio n.

11. ORDER OF PRECEDENCE:

In case any conflict in the terms & conditions of the tender, following documents shall be co nsidered in the chronological order of precedence:-

I. TECHNICAL SPECIFICATIONS (ATTACHED AT BUYER SPECIFICATION DOCUMENT)

II. AGREED TERMS & CONDITIONS (ATC)

III. GEM GENERAL TERMS & CONDITIONS (I.E. GEM GTC)

IV. GENERAL CONDITIONS OF CONTRACT OF NALCO (I.E. GCC) (IF APPLICABLE)

12. BANK MANDATE: Bank Mandate form is attached in buyer added document. Bidder(s) 'not registered' with NALCO need to submit the 'Bank Mandate form and a cancelled chequ e along with the offer documents. In the absence of a separate bank mandate, it shall be d eemed that all payments under the resulting order will be released to the bank account det ails available on the GeM portal.

13. DELIVERY AND LIQUIDATED DAMAGES & ALTERNATIVE ARRANGEMENTS: Deliv ery period is the essence of the contract and the materials should be dispatched within this time, failing which, NALCO without prejudice to its rights under the contract shall have the option either to recover liquidated damages @ 1/2% of order value per week or part thereo f subject to a maximum of 5% of the undelivered portion/ the order value (if the item(s) can not be used unless full supply is made) or to cancel the order and purchase the materials fr om alternative source at the risk and cost of the supplier.

Liquidated damages will be calculated on the basis of contract/ supply order price of servic es/ materials excluding duties and taxes, where such duties/ taxes have been shown separ ately in contract/ supply order. LD shall be recovered along with applicable GST thereon.

If the seller fails to fulfil the terms and conditions of the order, NALCO shall have the right to procure the materials from any other party for execution/ completion of the contract and re cover from seller all charges/ expenses/ losses/ damages suffered by NALCO, at the risk an d cost of the seller after giving 15 days' notice to the seller. This will be without prejudice to the rights of NALCO for any other action including termination.

14. Please scan the QR code below to find the location of NALCO Smelter plant gate.

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8. **Buyer Added Bid Specific ATC**

   Buyer uploaded ATC document Click here to view the file.

अस्वीकरण/Disclaimer

The Additional Terms and Conditions (ATC) have been incorporated by the Buyer after approval of their Competent Authority. The Buyer ,is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any restriction arising in the bidding process due to these ATCs and including the modification of technical specifications and / or terms and conditions governing the bid.All representations / grievances pertaining to the ATC clauses shall be raised with the buyer organization directly and not with GeM.If any of the clause(s) is/are incorporated by the Buyer regarding the following, the bid & resultant contract shall be treated as null & void. Further, GeM reserves the right, at its sole discretion, to cancel the bid forthwith, without issuance of any prior notice or intimation :-

1. Publishing Custom / BOQ bids for items for which regular GeM categories are available (unless such

Custom / BOQ item is bunched with the major regular product Category Item).

2. Mandating procurement of / from specific Brand / Make / Model / Manufacturer / Dealer except in case of Single Bid / Proprietary Article Certificate (PAC) Buying.
3. Inclusion of disqualification criteria related to suspension of seller / service provider, where such suspension period has already expired.
4. Mandating submission of documents (other than EMD and signed Integrity Pact - which can be submitted within 5 days of bid opening) in physical form as a pre-requisite to qualify bidders.
5. Publishing bids on GeM for procurement of works.
6. Procurement of Goods by creating a Service bid on GeM & vice-versa.
7. Seeking sample with bid or approval of samples during bid evaluation process. However, trial / sample, as the case may be, shall be permitted in cases where trial / sample are allowed as per approved and published procurement policy of the Buyers' controlling Ministry / Department / State / Public Sector Enterprises Headquarters. If there is any violation of trial / sample clause with regard to approved policy of the Buyers' Ministry / Department / State / Public Sector Enterprises Headquarters, then this is to be determined and redressed by the concerned Buyer Organisation only.
8. Seeking experience from specific organization / department / institute only or from foreign / export experience.
9. Creating bid for items from incorrect categories.
10. Reference of conditions published on any external site or reference to external documents/clauses.
11. Asking for any Tender fee / Bid Participation fee, as the case may be.
12. Buyer added ATC Clauses which are in contravention of clauses defined in bid detail section, including specifications, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by the applicable GeM GTC.
13. Any ATC clause in contravention with GeM GTC Clause 4 (xiii) (h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
14. In a category based bid, adding additional items, through buyer added, additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogues or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

All GeM Sellers/Service Providers shall ensure full compliance with all applicable labour laws, including the provisions, rules, schemes and guidelines under the four Labour Codes i.e. the Code on Wages, 2019; the Industrial Relations Code, 2020; the Occupational Safety, Health and Working Conditions Code, 2020; and the Code on Social Security, 2020 as and when notified and brought into force by the Government of India.

For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972, etc. and relevant State Rules) shall continue to remain applicable.

The Seller/ Service Providers shall, therefore, be responsible for ensuring compliance under:

- **All notified and enforceable provisions of the new Labour Codes as mentioned hereinabove; and**
- **All operative provisions of the erstwhile Labour Laws until their complete substitution.**

All obligations relating to wages, social security, safety, working conditions, industrial relations etc. and any other statutory requirements shall be strictly met by the Seller/ Service Provider. Any non-compliance shall constitute a breach of the contract and shall entitle the Buyer to take appropriate action in accordance with the contract and applicable law.

This Bid is governed by the General Terms and Conditions, conditions stipulated in Bid and Service Level Agreement specific to the Service, as the case may be, as provided in the Marketplace.

However, in case of Service, if any condition specified in General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement specific to said Service, then it will over-ride the conditions in the General Terms and Conditions.

यह बिड सामान्य शर्तों के अंतर्गत भी शासित है /This Bid is also governed by the General Terms and Conditions

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो।बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।/In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---धन्यवाद/Thank You---