

**बिड दस्तावेज़ / Bid Document**

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	07-02-2026 09:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	07-02-2026 09:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	180 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Pmo
विभाग का नाम/Department Name	Department Of Atomic Energy
संगठन का नाम/Organisation Name	Nuclear Power Corporation Of India Limited
कार्यालय का नाम/Office Name	Rajasthan
कुल मात्रा/Total Quantity	8
वस्तु श्रेणी /Item Category	RECHARGEABLE SEALED LEAD ACID BATTERY MAKE: POWER SONIC MODEL PS610
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	RECHARGEABLE SEALED LEAD ACID BATTERY MAKE: POWER SONIC MODEL PS610
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Category not available on GeM for the text string uploaded by the buyer
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	<ul style="list-style-type: none"> <li>Lead Acid Traction Batteries (V2) Conforming To IS 5154 (Part 1 and 2)</li> </ul>
वर्षों के अनुभव एवं टर्नओवर से एमएसई को छूट प्राप्त है / MSE Relaxation for Years Of Experience and Turnover	Yes   Complete
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Relaxation for Years Of Experience and Turnover	Yes   Complete
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	OEM Authorization Certificate,Additional Doc 1 (Requested in ATC),Additional Doc 2 (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

**बिड विवरण/Bid Details**

क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों 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	1
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	7 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
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
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**ईपीबीजी विवरण /ePBG Detail**

आवश्यकता/Required	No
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बोली विभाजन लागू नहीं किया गया/ Bid splitting not applied.

**एमआईआई खरीद वरीयता/MII Purchase Preference**

एमआईआई खरीद वरीयता/MII Purchase Preference	No
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## एमएसई खरीद वरीयता/MSE Purchase Preference

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

1. If the bidder is a Micro or Small Enterprise as per latest orders issued by Ministry of MSME, the bidder shall be relaxed from the eligibility criteria of "Experience Criteria" as defined above subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Experience Criteria, shall upload the supporting documents to prove his eligibility for Relaxation.
2. If the bidder is a Micro or Small Enterprise (MSE) as per latest orders issued by Ministry of MSME, the bidder shall be relaxed from the eligibility criteria of "Bidder Turnover" as defined above subject to meeting of quality and technical specifications. If the bidder itself is MSE OEM of the offered products, it would be relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover, shall upload the supporting documents to prove his eligibility for Relaxation.
3. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed from the the eligibility criteria of "Experience Criteria" as defined above subject to their meeting of quality and technical specifications. The bidder seeking Relaxation from Experience Criteria, shall upload the supporting documents to prove his eligibility for Relaxation.
4. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed from the the eligibility criteria of "Bidder Turnover" as defined above subject to their meeting of quality and technical specifications. If the bidder is DPIIT Registered OEM of the offered products, it would be relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover shall upload the supporting documents to prove his eligibility for Relaxation.
5. Purchase preference will be given to MSEs having valid Udyam Registration 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. 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. In respect of bid for Services, the bidder must be the Service provider of the offered Service. 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, while evaluating the bid. 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. 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. 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.

## RECHARGEABLE SEALED LEAD ACID BATTERY MAKE: POWER SONIC MODEL PS610 ( 8 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.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Gangvendra S. Rathore	323303,Contracts & Material Management, NPCIL, Rawatbhata Rajasthan Site, Anushakti Via-Kota (Rajasthan) Phone No. 01475-242002, 242048 Which is about 60 Kms. away from Kota.	8	90

**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  $(\text{Increased quantity} \div \text{Original quantity}) \times \text{Original delivery period (in days)}$ , subject to minimum of 30 days. If the original delivery period is less than 30 days, the additional time equals the original delivery period. The Purchaser may extend this calculated delivery duration up to the original delivery period while exercising the option clause. Bidders must comply with these terms.

**2. Scope of Supply**

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

**3. Generic**

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

**4. Generic**

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

**5. Generic**

1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.

3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.

#### 6. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

##### **(A) Liquidated Damages**

Liquidated Damages as stipulated under Clause No.15 (iii) of GeM GTC shall not be applicable for the contract awarded against this Bid.

##### **(B) Additional Specification Parameters, if any**

Additional Specification Parameters as stipulated in the Bid Document must be complied by the Bidder/Seller and supply may be made accordingly otherwise material will be liable for rejection.

##### **(C) Clarifications/documents submitted by the bidder**

(i) Clarifications/documents submitted during the representation time shall not be considered for evaluation and hence any clarifications/documents asked from the bidder may be submitted before evaluation of bid only.

(ii) The Representation window is opened 4/5 days from the date of publishing of bid for seeking clarification towards technical / commercial in the existing bid, failing which buyer shall not be responsible for giving response under the Bid.

(iii) For post contract related clarification / queries bidder can contact buyer at buyer ID : [consignee2.npcil.rj@gembuyer.in](mailto:consignee2.npcil.rj@gembuyer.in) ( contact No. 9413356554 )

##### **(D) Documents related to Payment**

The seller shall submit Original invoice clearly marked for 'Bill to' and 'Shipped to', Annexure-F (copy enclosed), Seller's Bank details, E-invoice if applicable to seller based on his turnover, Test certificate (if applicable) etc to the Paying Authority directly, immediately after dispatching material to the Consignee. As payment is to be released in a time bound manner, non-receipt of these document in time may lead to rejection of supplies."

##### **(E) MSE Benefits**

Only manufacturers quoting for goods/product manufactured by them shall be eligible for availing benefits under the Public Procurement Policy for MSEs Order 2012. Dealers/Distributors/Sole Agents/Resellers/Traders/Stockists will not be considered for benefits under the subject policy and are required to pay requisite EMD as stipulated in the bid document. Seller declaration stating that the offered product is manufactured by them shall be submitted along with bid.

(F) Following documents duly signed and sealed by the authorized representative of the Firm/Company shall invariably be submitted by the bidder(s) alongwith the bid for evaluation of the offer :-

(i) Annexure-'F' as per attached format for 'Declaration Form for GST'.(Additional Doc.1)

(ii) 'Mandate Form' at per attached format. .(Additional Doc.2)

(iii) 'Specifications Compliance Sheet' to be filled by the bidder, if asked in the tender.(Additional Doc.3 )

### **(G) Undertaking/Compliance to Clause No. 29 of GeM GTC :**

**Bidder is mandatorily required to submit an Undertaking as per attached Annexure-D on Company's Letter Head along with offer.**

### **(H) Important Instructions to the Sellers :**

In the event of purchase order, following instructions shall be followed by the Seller :-

- Supply is to be made within stipulated delivery period as mentioned in the GeM Contract since Time is the essence of Contract. However, in case of exceptional circumstances as mentioned in GeM GTC, request for extension in delivery period may be made by Seller on GeM portal. Simultaneously, an e-mail for extension in delivery period along with reason for delay in supply may be sent to e-mail ID of Buyer as mentioned in the Contract which will be reviewed by the Competent Authority before issuing of the amendment on GeM portal and hence repeated request on GeM portal for extension of delivery period may be avoided by the Seller till acceptance of the buyer since the same gets auto cancelled by the system.
- Invoice may be uploaded on GeM portal by the Seller immediately after dispatch of material otherwise system will not allow the Seller to upload the invoice on GeM portal after expiry of the delivery period as mentioned in the Contract.
- Only Buyer GeM e-mail ID may be used by the Seller to send any communication with regard to GeM Contract, if required.

### **(I) Right of Recourse under Civil Liability for Nuclear Damages Act**

2010 & Rule 2011 thereof :

Since requirement is for PHWR, NPCIL is the system designer and technology owner, being responsible for safety design of such installations in the this tender, NPCIL shall assume the role of Supplier in accordance with the explanation of term "Supplier" given in Rule 24 of the CLND Rules, 2011 and in the context of section 17(a) and (b) of the CLND Act, 2010.

#### **I.0 BANNING OF BUSINESS DEALINGS BY NPCIL/BUYER**

NPCIL reserves the right to initiate Banning as per NPCIL's Banning of business dealings as mentioned below and are independent of actions under GeM's IM (Incident Management) Policy.

The words banning, blacklisting, de-registered, debarred, holiday, suspension of business etc., means the same.

The words NPCIL, Corporation, Buyer etc., means the same.

The words Contractor, Bidder, Seller, Service Provider etc., means the same.

#### **I.1 Grounds for Banning**

The business dealing with the Contractor/Bidder/Seller/Service Provider shall be liable for banning, on account of the reasons attributable to them, which shall include, but not limited to the following:

I.1.1. Involvement in cartel formation during bidding.

I.1.2. Baseless allegations by the bidder on NPCIL/Corporation/Buyer evaluation processes or officials.

I.1.3. If any of the owner, proprietor or partner of the Contractor, is convicted by a court of law, during bidding process or currency of the contract, for offences involving corrupt and fraudulent practices including misrepresentation of the facts, moral turpitude in relation to its business dealings with NPCIL.

I.1.4. Malafide / unlawful acts / malpractices or improper conduct on part of Contractor based on the approved findings of the Investigation Agency.

I.1.5. If the Contractor misuses the premises or facilities of the NPCIL forcefully occupies, tampers or damages the Company's properties etc. or fails to vacate the properties/land/complex within reasonable time limit as specified or even after receiving the notices from the department.

I.1.6. Security concerns for the assets of the Corporation and State.

I.1.7. Submission of bids that contain false information or falsified documents or the concealment of such information in the bids in order to influence the outcome of eligibility screening or / at any other stage of the public bidding and execution.

I.1.8. Withdrawal of a bid or refusal to accept an award of contract with the NPCIL without justifiable cause, after being adjudged as the successful bidder.

I.1.9. Supply of Counterfeit items Breach of Code of Integrity.

I.1.10. Bidder shall not act in contravention of the codes which includes

I.1.10.1 Prohibition of

- a. Making offer, solicitation or acceptance of bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process.
- b. Any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided.
- c. Any conclusion, bid rigging or anticompetitive behavior that may impair the transparency, fairness and the progress of the procurement process.
- d. Improper use of information provided by the procuring entity to the bidder with an intent to gain unfair advantage in the procurement process or for personal gain.
- e. Any financial or business transactions between the bidder and any official of the procuring entity related to tender or execution process of contract; which can affect the decision of the procuring entity directly or indirectly.
- f. Any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process.
- g. Obstruction of any investigation or auditing of a procurement process.
- h. Making false declaration or providing false information for participation in tender process or to secure a contract;

I.1.10.2 Disclosure of conflict of interest

I.1.10.3 Disclosure by the bidder of any previous transgression made in respect of the provisions of above

I.1.10.1 with any entity in any country during the last three years or of being debarred/ banned by any other procuring entity.

## I.2 Show Cause Notice

I.2.1 NPCIL will issue Show Cause Notice to the Contractor on noticing/receipt of a complaint of any irregularities and /or misconduct and /or unethical practice as mentioned in clause no. 1.1.

I.2.2 Upon receipt of Show cause notice, the Contractor is required to submit the reply to Show Cause Notice within 30 days of its receipt and no extension shall be given without justifiable reasons. The Contractor shall also be given an opportunity for oral hearing to present the case in person to NPCIL and the date of Oral Hearing will be indicated in the Show Cause Notice. Only the regular employees of Contractor will be permitted to represent the Contractor during the Oral hearing, and no outsider shall be allowed to represent the Contractor on their behalf.

## I.3 Period of Banning

The period of banning shall be for a period of not exceeding 2 (two) years and not less than 6 (six) months as considered appropriate by NPCIL.

## I.4 Effect of Banning of Business Dealings by NPCIL

In case NPCIL has banned the business dealing with the bidder/contractor, the following shall be the consequences on issuance of the order of banning of business dealings with the bidder/contractor:

I.4.1 No Contract of any kind whatsoever shall be placed to such banned firms including its allied firms after the issue of Banning Order by NPCIL. The Contractor including their allied firms shall not be allowed to participate in any tender enquiry till completion of Banning period. If the Contractor has already participated in tender process and the price bids are not opened, his techno-commercial bid will be rejected and price bid will be kept unopened. In cases, where the price bids of Contractor have been opened prior to the order of banning, such bids shall be rejected. However, in case such banned Contractor is Lowest (L1), next lowest firm shall be considered as L1. Bid Security, if any, submitted by such banned Contractors shall be returned to the bidder.

I.4.2 Contractors shall not be permitted to participate in any business process in any form or entity i.e., as an Associate/Collaborator/Joint Venture Partner/Consortium Partner of the Main Contractor even if the banning order is passed subsequent to opening of Part-I bids.

I.4.3 Contractor shall not be allowed to participate as Sub-Vendor/sub-contractor in the tenders for contracts for works, service, supplies.

I.4.4 Even if, the banned Contractor is an approved Sub-vendor under any Contract for such equipment/component/service, the Main Contractor shall not be permitted to place Work order/Purchase order/Service Contract on the banned Contractor as a sub-vendor after the date of banning even though the name of the party has been approved as a sub-vendor prior to the order of banning.

I.4.5 The completion certificate issued to the contractor shall make a mention regarding banning during execution of the contract.

I.4.6 Banned bidders shall not be permitted to submit their bid. The bid submitted by the banned bidder shall be summarily rejected.

I.4.7 Contracts concluded before the issue of the banning order shall, not be affected by the banning order.

I.4.8 Banning shall automatically be extended to all Allied firms of the Contractor. In case of Joint venture/ Consortium is banned all partners will also stand debarred for the period specified in the Banning Order. The names of all partners should be clearly specified in the "Banning order".

1.4.9 Banning in any manner does not impact any other contractual or other legal rights of NPCIL.

1.4.10 Banning under the provisions of Banning of Business Dealings of NPCIL is applicable only for NPCIL.

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#### 1.5 Definition of Allied Firm :

Allied Firm means all concerns which come within the sphere of effective influence of the banned firm. In determining this, the following factors shall be taken into consideration:

- a. Whether the management is common;
- b. Majority interest in the management is held by the partners or directors of banned/suspended firm;
- c. Substantial or majority shares are owned by the banned/ suspended firm and by virtue of this it has a controlling voice;
- d. Directly or indirectly controls, or is controlled by or is under common control with another bidder;
- e. All successor firms will also be considered allied firms.

#### **(J) DELIVERY SCHEDULE**

Date of delivery of the Stores stipulated in the Contract, shall be the essence of the Contract and delivery of Stores must be completed by the dates specified therein. Unless otherwise agreed, the Contract shall come into force from the date of issue of priced Purchase Order (Effective Date) and accordingly contractual delivery period shall be reckoned from that date for the purpose of fixing Contractual Delivery Date (CDD).

#### **(K) PRICE BREAK-UP**

In case of two part tenders, the Bidder shall take special care not to mix up any price details required to be submitted against Part-II (Price bid) with Part-I (Technical & Commercial bid except price) and vice versa. Any violation of the above shall lead to summarily rejection of bid as being non-responsive.

Wherever asked for, the bidder shall be required to submit complete break-up of "Total Price" as per prescribed "Price Bid Break-up/SOQR" format in GeM Portal. In such case, the non-submission of the "Price Bid Break-up/SOQR" or submission of irrelevant document or submission of No/Nil value against all items of the "Price Bid Break-up/SOQR" shall lead to rejection of such bids. However, in case No/Nil rate is quoted against some of the item(s), the price of such item(s) shall be deemed to be zero.

Addition/deletion/modification of any item in the prescribed "Price Bid Break-up/SOQR" format is not acceptable unless authorized by Buyer and accordingly, bids with any unauthorized addition/deletion/modification in the prescribed "Price Bid Break-up/SOQR" format shall be summarily rejected.

Calculations for Price Bid Evaluation for Single Packet/ Part Bids, Part-II (price bid) evaluation for Two Packet/ Part Bids and Contract Order Placement:

For Price Bid Evaluation as per price evaluation criteria as well as for award of contract, "Total Price" quoted by Bidder in GeM Portal shall only be considered. The same "Total Price" shall only be considered for other purposes (i.e., negotiation, price matching in case of MSE/MII purchase preference/Bid splitting, Financial score in case of QCBS tenders, Reverse Auction (RA) etc). However, the "Price Bid Break-up/SOQR" submitted in GeM Portal or "Price Bid Break-up/SOQR" arrived at as per calculations mentioned in below clauses, as the case may be, will only be used as price breakup for the purpose of interim/running bill payments.

The "Total Price" quoted should match with the total of price of all items of the "Price Bid Break-up/SOQR".

For arriving at the item-wise amount as well as at the total of all items of the "Price Bid Break-up/SOQR", the quantity multiplied by the quoted rates shall govern and if required, other figures will stand corrected accordingly.

In case of mismatch between "Total Price" quoted by Bidder in GeM Portal and total of price of all items of the "Price Bid Break-up/SOQR", the "Total Price" quoted by Bidder in GeM Portal only shall be considered. The prices of all the items of the "Price Bid Break-up/SOQR" mentioned by the Bidder in the submitted document in GeM Portal, will stand adjusted accordingly in proportion to the weighted average of item wise amount.

Bidder get option to submit Revised "Price Bid Break-up/SOQR" during Negotiation or Reverse Auction (RA). While submitting the Revised "Price Bid Break-up/SOQR", the Bidder should not increase price of any item(s) from the originally submitted (i.e., uploaded at time of Bid submission) "Price Bid Break-up/SOQR". In case, during negotiation price is increased for any item(s) by the bidder, the same shall not be accepted and will be dealt as stipulated in point above.

In case of price matching scenario during MSE/MII Purchase Preference/ Bid splitting, the originally submitted price of each of the items of the "Price Bid Break-up/SOQR" will stand corrected by a uniform percentage. This uniform percentage shall be equal to the percentage difference between the originally quoted "Total Price" and the "Total Matched Price" expressed with reference to the originally quoted "Total Price".

## **L) Counter Offer**

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**COUNTER OFFER SUBMITTED ALONG WITH OFFER SHALL NOT BE CONSIDERED.**

## **M) OEM OR OEM AUTHORIZATION REQUIREMENT :**

Being a proprietary requirement, subject bid is reserved for Original Equipment Manufacturer (OEM) / Bidders Authorized by OEM.

"Bids are invited from Original Equipment Manufacturer (OEM) or Authorized Distributor/Dealer of OEM. In case of an Authorized Distributor/Dealer, a valid authorized dealership certificate from OEM shall be submitted along with the bid."  
"

## **7. Buyer Added Bid Specific ATC**

Buyer uploaded ATC document [Click here to view the file.](#)

## **अस्वीकरण/Disclaimer**

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any

Category item bunched with it.

4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
16. 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 catalogs 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 within 4 days of bid publication on GeM. 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.**

[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---