

**बिड दस्तावेज़ / Bid Document**

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	02-05-2026 14:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	02-05-2026 14:30:00
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 Heavy Industries And Public Enterprises
विभाग का नाम/Department Name	Department Of Heavy Industry
संगठन का नाम/Organisation Name	Bharat Heavy Electricals Limited (bhel)
कार्यालय का नाम/Office Name	Hep Bhopal
कुल मात्रा/Total Quantity	2500
वस्तु श्रेणी /Item Category	CP END PLATE
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	CP END PLATE AS PER BHEL DRG. NO.44393280001 REV. 03, VAR00.
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Bearing (BHEL), Tool Box - BHEL, Roller Bearing (BHEL), Neoprene Rubber Bellow (BHEL), Protective Socks or Hosiery as per IS 2187, Cork Sheet (BHEL), Sheet Rubber Jointing (BHEL), Weatherproof Double Compression Cable Gland As Per BHEL Specification, Insulated Stud (BHEL), Rubber Rollers (BHEL)
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	<ul style="list-style-type: none"> <li>Carbon brushes for motor and generator</li> </ul>
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 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	3

**बिड विवरण/Bid Details**

ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / <b>Number of Auto Extension count</b>	1
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
क्रेता के लिए उपलब्ध आईटीसी/ITC available to <b>buyer</b>	Yes
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical <b>Clarifications during technical evaluation</b>	3 Days
निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/Inspection Required (By <b>Empanelled Inspection Authority / Agencies pre-registered with GeM)</b>	No
<b>Payment Timelines</b>	Payments shall be made to the Seller within <b>45</b> days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC)
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

**ईएमडी विवरण/EMD Detail**

आवश्यकता/Required	No
-------------------	----

**ईपीबीजी विवरण /ePBG Detail**

आवश्यकता/Required	No
-------------------	----

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

**एमआईआई खरीद वरीयता/MII Purchase Preference**

एमआईआई खरीद वरीयता/MII Purchase Preference	No
--	----

**एमएसई खरीद वरीयता/MSE Purchase Preference**

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
---	-----

सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं 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

#### ट्रेड्स भुगतान संबंधी विवरण/TReDS Payment Details

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

1. Purchase preference 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.

If the buyer has mentioned MSE purchase preference in ATC then service provider is required to upload necessary documents for MSE purchase preference for verification by the buyer during evaluation.

#### CP END PLATE ( 2500 pieces )

#### तकनीकी विशिष्टियाँ /Technical Specifications

क्रेता विशिष्टि दस्तावेज़ /Buyer Specification Document	<a href="#">Download</a>
---	--------------------------

#### इनपुट कर क्रेडिट(आईटीसी) तथा रिवर्स प्रभार (आरसीएम)/Input Tax Credit(ITC) and Reverse Charge(RCM) Details

जीएसटी पर इनपुट कर क्रेडिट /ITC on GST	जीएसटी उपकर कर क्रेडिट /ITC on GST Cess
100%	NA

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

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	डिलीवरी अनुसूची /Delivery Schedule अनुबंध प्रारम्भ होने की तारीख से दिनों की संख्या में / (In number of days from contract start days)		
1	AMIT GAUTAM	462022,BHARAT HEAVY ELECTRICAL LTD, PIPLANI	मात्रा /Quantity	प्रारंभ होने की तारीख से डिलीवरी /Delivery to start after	डिलीवरी _____ तक पूरी कर ली जाए /Delivery to be completed by
			500	0	60
			500	61	90
			500	91	120
			500	121	150
			500	151	180

**Buyer added Bid Specific Additional Scope of Work**

क्र.सं./S.No.	Document Title	Description	रिवर्स प्रभार के अनुसार जीएसटी/Applicable i.r.o. Items
1	TECHNICAL SPECS <a href="#">View</a>	TECHNICAL SPECS	CP END PLATE(2500)

The uploaded document only contains Buyer specific Additional Scope of Work and / or Drawings for the bid items added with due approval of Buyer's competent authority. Buyer has certified that these additional scope and drawings are generalized and would not lead to any restrictive bidding.

**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. Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

GEM/GARPTS/15042026/IL5J71PHHSD1

SL. N O.	DESCRIPTI ON	DETAILS
1.	<b>ITEM DESC RIPTION</b>	CP END PLATE AS PER BHEL DRG. NO.44393280001 REV 03,VAR.00
2.	<b>QUANTITY</b>	2500 Nos
3.	<b>QUANTITY VARIATION</b>	+/-25%
4.	<b>SPLITTING RATIO</b>	NOT APPLICABLE
5.	<b>PVC CLAUS E</b>	ON FIRM PRICE BASIS
4.	<b>OFFER RAT E</b>	BIDDER TO SUBMIT THEIR OFFER RATE INCLUSIVE OF GST. PO P LACED ON GEM IS INCLUSIVE OF GST ONLY.
5.	<b>DELIVERY SCHEDULE</b>	FOR THE LOT OF 500 NOS.SCHEDULED DELIVERY DATE SHALL BE WITHIN 60 DA YS FROM THE PO DATE AND THEREAFTER FOR EACH SUBSEQUENT LOT OF 500 NOS. SCHEDULED DELIVERY DATE SHALL BE WITHIN 30 DAYS FROM THE SCHE DULED DELIVERY DATE OF THE PREVIOUS LOT. EARLY DELIVERY ACCEPTABLE.
6.	<b>DELIVERY TERMS</b>	FOR DESTINATION
7.	<b>DELIVERY AT</b>	CRX, BHEL, BHOPAL-462022
8.	<b>PAYMENT T ERMS</b>	PAYMENT IN 45 DAYS FOR UDYAM REGISTERED MSE SUPPLIERS, IN 60 DAYS FOR UDYAM REGISTERED MEDIUM ENTERPRISES AN D IN 90 DAYS FOR NON-MSME SUPPLIERS) FROM RECEIPT OF M ATERIAL (NOT FROM CRAC), SUBJECT TO ACCEPTANCE OF MATE RIAL AND RELEVANT DOCUMENTS AT BHEL.  <i>(This is in suppression of <b>Payment Timelines</b> as mentioned in above bid document as default)</i>

9.	<b>TECHNICAL PQR</b>	<p>TECHNICAL PRE-QUALIFICATION REQUIREMENTS (PQR) FOR PROCUREMENT OF THE ITEM IS ATTACHED AS A PART OF THE NIT. COMPLIANCE OF ALL THE POINTS IN TECHNICAL PQR ATTACHED WITH NIT DOCUMENTS IS MANDATORY. IN ABSENCE OF COMPLIANCE OF ABOVE, VENDOR'S OFFER IS LIABLE TO BE REJECTED.</p> <p><b>DULY FILLED PQR SHALL BE SUBMITTED ALONG WITH THE OFFER WITH DESIRED DOCUMENTS AS PER PQR.</b></p> <p><i>DECLARATION BY VENDORS REGARDING INFORMATION / COMPLIANCE SUBMITTED BY VENDOR SHALL BE CORRECT IN ALL RESPECT. IN CASE ANY DEVIATION/FALSE INFORMATION IS REVEALED LATER ON, BHEL IS FREE TO INITIATE APPROPRIATE PUNITIVE PROCEEDING AS PER PREVALENT PROCESSES AND GUIDELINES OF COMPANY:-</i></p>
10.	<b>FINANCIAL PQR</b>	NOT APPLICABLE
11.	<b>QAP</b>	NOT APPLICABLE
12.	<b>INSPECTION CONDITION</b>	AT BHEL BHOPAL
13.	<b>TECHNICAL CONDITION</b>	SUPPLIER'S IDENTIFICATION MARK SHOULD BE ON EACH JOB.
14.	<b>SAMPLE</b>	NO
15.	<b>TOOLS, JIGS &amp; FIXTURES</b>	NOT APPLICABLE
16.	<b>TEST CERTIFICATE</b>	MATERIAL TC SUPPLIED ALONG WITH MATERIAL SHOULD BE AS PER BHEL DRG./SPEC. & SHOULD INCORPORATE BHEL DRG./SPEC.
17.	<b>GUARANTEE CERTIFICATE</b>	AS PER GEM GTC and GC SHOULD INCORPORATE BHEL DRG./SPEC.

18.	<b>CONFLICT OF INTEREST AMONG BIDDERS/ AGENTS</b>	<p>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 Procuring Entity's interests. <b>The bidder found to have a conflict of interest shall be disqualified.</b> A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:</p> <p>a) they have controlling partner (s) in common; <b>or</b></p> <p>b) they receive or have received any direct or indirect subsidy/ financial stake from any of them; <b>or</b></p> <p>c) they have the same legal representative/agent for purposes of this bid; <b>or</b></p> <p>d) they have relationship with each other, directly or through common third parties, <u>that puts them in a position to have access to information about or influence on the bid of another Bidder;</u> <b>or</b></p> <p>e) Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. <u>However, this does not limit the inclusion of the components/ sub-assembly/ Assemblies from. one bidding manufacturer in more than one bid;</u> <b>or</b></p> <p>f) In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorise only one agent/dealer. There can be only one bid from the following:</p> <ol style="list-style-type: none"> <li>1. The principal manufacturer directly or through one Indian agent on his behalf; and</li> <li>2. Indian/foreign agent on behalf of only one principal;</li> </ol> <p style="text-align: center;"><b>or</b></p> <p>g) A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid; <b>or</b></p> <p>h) In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business. "</p>
19.	<b>INTEGRITY PACT (IP)</b>	NA
20	<b>SPECIAL C</b>	OFFERS OF SUPPLIERS WHO ARE IN 'HOLD/BANNED' STATUS IN

**CONDITIONS** BHEL BHOPAL PMD SHALL NOT BE CONSIDERED.

KINDLY NOTE THAT ANY DEVIATION TO GEM TENDER SHALL NOT BE ENTERTAINED AS BUYER CAN'T MODIFY ANY TENDER TERMS WHILE PLACEMENT OF PO. HENCE, SUBMISSION OF BIDDING FORMAT OR ANY OTHER DOCUMENT/FORMAT IS IN VAIN. IN THIS REGARD, KINDLY NOTE THAT COMMERCIAL TERMS SUCH AS DELIVERY, PAYMENT, VALIDITY, G/W, INSPECTION, LD, FREIGHT, INSURANCE OR ANY OTHER TERMS SHALL BE AS PER TENDER ONLY. SELLERS ARE REQUESTED NOT TO UPLOAD ANY SUCH EXTRA INFORMATION. THIS IS FOR INFORMATION AND COMPLIANCE.

BIDDERS WHO FAIL TO UPLOAD DECLARATION AGAINST LOCAL CONTENT SHALL AUTOMATICALLY BE CONSIDERED AS NON-LOCAL SUPPLIER BY GEM SYSTEM.

BIDDERS WHO FALL UNDER MSME (MICRO , SMALL MIDIMUM ENTERPRISES ONLY) AND FAIL TO UPLOAD 'UDYAM REGISTRATION CERTIFICATE (URC)' SHALL AUTOMATICALLY BE CONSIDERED AS NON-MSE SUPPLIER FOR THIS TENDER.

FURTHER, IT IS TO BE NOTED THAT MSE BENEFITS ARE NOT BEING EXTENDED TO AGENT/ DEALER/ TRADER/ DISTRIBUTOR (i.e. OTHER THAN MANUFACTURER). SUPPLIER HAS TO ALSO PROVIDE SUPPORTING DOCUMENT(S) SUCH AS AGREEMENT BETWEEN OEM & BIDDER(S) ETC.

IN ABSENCE OF OR INABILITY OF SUPPLIER TO UPLOAD ANY OF THE RELEVANT DOCUMENTS, THE GEM SYSTEM FUNCTIONALY MAY DEBAR ANY VENDOR FROM AVAILING MSME BENEFITS OR LOCAL SUPPLIER BENEFITS LIKE PURCHASE PREFERENCE ETC. ALSO, THE ADMISSIBILITY OF CLAIM OF VENDOR RELATED TO THESE ISSUES CANNOT BE MADE LATER AFTER OFFER IS SUBMITTED THROUGH GEM.

IT IS TOTALLY AS PER THE GEM FUNCTIONALITY AND IN ANY SUCH EVENT, BHEL HAS NEITHER ANY CONTROL OVER THE PROCESS NOT WILL BE HELD RESPONSIBLE FOR SAME.

ALSO, KINDLY NOTE THAT GEM DOES NOT ALLOW DEVIATION TO THE DELIVERY SCHEDULE MENTIONED IN NIT OR ANY OTHER TERMS CONDITIONS SPECIFIED IN NIT. HENCE, VENDORS ARE REQUESTED TO NOT THE SAME IN LINE WITH GEM FUNCTIONALITY THAT OFFLINE SETTLEMENT OF ANY DEVIATIONS DURING PART-1 EVALUATION IS NOT POSSIBLE.

IDENTIFICATION MUST. SOON AFTER REJECTION OF MATERIAL, IT IS TO BE ENSURED BY SUPPLIER THAT MATERIAL SHOULD BE TAKEN BACK MAXIMUM WITHIN TWO WEEK AFTER COMMUNICATION FOR RECTIFICATION/REPLACEMENT & SUPPLY BACK THE RECTIFIED/FRESH MATERIAL TO BHEL BHOPAL WITHIN 30 DAYS FROM REJECTION. IN THE EVENT OF NON-LIFTING OF REJECTED MATERIAL BY SUPPLIER, BHEL WILL NOT BE RESPONSIBLE FOR LOSS OF SUCH ITEMS TO THE SUPPLIER IN ANY CASE.

		UNREGISTERED VENDORS TO SUBMIT DOCUMENTS REQUIRED FOR REGISTRATION TO BHEL PORTAL ONLINE ( <a href="https://www.bhel.com/supplier-registration">https://www.bhel.com/supplier-registration</a> ).
<b>21. OTHER TERMS &amp; CONDITIONS</b>		<p><b>INVOICING THROUGH SUVIDHA PORTAL:</b> For supply orders placed on Indian Suppliers, irrespective of the value of the invoice amount, the bidder / vendor should necessarily upload the despatch &amp; invoice details on BHEL SUVIDHA portal at <a href="https://suvidha.bhel.in/suvidha/">https://suvidha.bhel.in/suvidha/</a>, prior to despatch. All documents as per PO checklist, along with additional documents (if any), must be uploaded on the portal. It is mandatory that tax invoices with a net amount (including taxes) exceeding Rs five lakhs uploaded on the portal are digitally signed using a Class 3 Digital Signature Certificate (DSC) issued by a licensed Certifying Authority. Submission of invoice document in hard copy is allowed for invoices with a net amount (including taxes) equal to and upto Rs five lakhs, in case they were not digitally signed and uploaded on the portal.</p> <p><b>The material will not be accepted inside BHEL in absence of the above .</b></p>
<b>22. BID SUBMISSION WITHIN DUE DATE &amp; TIME</b>		<p>NO REQUEST FOR EXTENSION OF TENDER DUE DATE WILL BE ENTERTAINED AT THE TIME OF TENDER OPENING AND AFTER DUE DATE UNDER ANY CIRCUMSTANCES. HENCE ALL BIDDERS ARE REQUESTED TO SUBMIT THEIR BID WELL WITHIN DUE DATE AND TIME ONLY.</p> <p>BHEL RESERVES THE RIGHT TO CONSIDER OR NOT TO CONSIDER THE REQUEST</p>
<b>23. Grievance Redressal Mechanism</b>		<p>To promote transparency and ensure fair treatment of all bidders, a structured Grievance Redressal Mechanism is in place to address any concerns or issues arising during the tendering process or in subsequent business dealings with the company.</p> <p>Suppliers/Contractors are requested to follow the below escalation process for grievance resolution:</p> <ol style="list-style-type: none"> <li>1. <b>First Level:</b> Any grievance should initially be addressed to the designated Dealing Officer, whose contact details are provided in the Notice Inviting Tender (NIT)/Contract.</li> <li>2. <b>Second Level:</b> If the issue remains unresolved, it may be escalated by lodging a formal grievance through the SUVIDHA Portal: <a href="https://suvidha.bhel.in/suvidha/">https://suvidha.bhel.in/suvidha/</a>. Responses will be provided in accordance with the defined escalation matrix</li> </ol>

**24. DOCUMENTS TO BE FURNISHED WITH YOUR QUOTATION DULY FILLED, SIGNED AND SEALED COPY OF:****S TO BE FURNISHED WITH YOUR QUOTATION**

- **ANNEXURE-M** IN COMPANY LETTERHEAD (for bid Value less than 10 Crores)
- SELF DECLARATION REQUIRED FROM SUPPLIER ON TYPE OF VENDOR FOR THE SUBJECT ITEM (OEM/Trader/Agent/Dealer)

**OTHERS:**

- UDYAM REGISTRATION CERTIFICATE (as applicable for MSME Bidders only)

**NOTE:** In case the bid value more than Rs. 10 Crores, bidder shall necessarily submit certificate from Statutory Auditor or Cost Auditor (if the OEM is a Company) and Cost Accountant or Chartered Accountant (for OEMs other than Companies) as per the Circular & NIT against above **Annexure-M** in same format

**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 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---**