

**बिड दस्तावेज़ / Bid Document**

| बिड विवरण/Bid Details  |   |
|--|---|
| बिड बंद होने की तारीख/समय /Bid End Date/Time   | 09-05-2026 11:00:00   |
| बिड खुलने की तारीख/समय /Bid Opening Date/Time  | 09-05-2026 11:30:00   |
| 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  | 10130010-hpep Hyderabad   |
| कुल मात्रा/Total Quantity  | 345000  |
| वस्तु श्रेणी /Item Category  | D1A1Z39768_HY1051876095_PLT AS 12 HIGH YS AS PER BHEL SPEC , D1A1Z39768_HY1051876117_16 THK ALLOY STEEL PLATE WITH HIGH YS AS PER BHEL SPEC , D1A1Z39768_HY1051876168_25 THK ALLOY STEEL PLATE WITH HIGH YS AS PER BHEL SPEC            |
| GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS  | D1A1Z39768_HY1051876168_25 THK ALLOY STEEL PLATE WITH HIGH YS AS PER BHEL SPEC  |
| GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS   | Mechanically Woven, Double - Twisted, Hexagonal Wire Mesh Gabions, Revet Mattresses and Rock Fall Netting as per IS 16014, High Alloy Creep Steel Round Bars (BHEL), Grinding Media Balls as per IS 6079, Alloy Steel Round Bars (BHEL) |
| अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification  | <ul style="list-style-type: none"> <li>Steel Filing Cabinets for General Office Purpose conforming to IS 3313 (V2)</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 | 4   |

| बिड विवरण/Bid Details  |  |
|--|--|
| दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / <b>Number of days for which Bid would be auto-extended</b>   | 3  |
| 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   | Yes  |
| रिवर्स नीलामी योग्यता नियम/RA Qualification Rule   | H1-Highest Priced Bid Elimination  |
| क्रेता के लिए उपलब्ध आईटीसी/ITC available to buyer   | Yes  |
| बिड का प्रकार/Type of Bid  | Two Packet Bid   |
| प्राथमिक उत्पाद श्रेणी/Primary product category  | D1A1Z39768_ HY1051876095_ PLT AS 12 HIGH YS AS PER BHEL SPEC   |
| तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation  | 2 Days   |
| निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM) | No   |
| <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 के लिए आरक्षित / Reserved for Make In India products

|   |     |
|---|-----|
| एमआईआई के लिए आरक्षित / Reserved for Make In India products | Yes |
|---|-----|

## 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. Bid reserved for Make In India products: : Procurement under this bid is reserved for purchase from 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. However, eligible micro and small enterprises will be allowed to participate. The minimum local content to qualify as a class 1 local supplier is denoted in the bid document. All bidders 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 the bid is liable to be rejected. 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 . In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.

2. 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.

3. Reverse Auction would be conducted amongst all the technically qualified bidders except the Highest quoting bidder. The technically qualified Highest Quoting bidder will not be allowed to participate in RA. However, H-1 will also be allowed to participate in RA in following cases:

- If number of technically qualified bidders are only 2 or 3.
- If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.

- iii. In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
- iv. If L-1 is non-MSE and H-1 is eligible MSE and H-1 price is coming within price band of 15% of Non-MSE L-1
- v. If L-1 is non-MII and H-1 is eligible MII and H-1 price is coming within price band of 20% of Non-MII L-1

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.

**D1A1Z39768\_ HY1051876095\_ PLT AS 12 HIGH YS AS PER BHEL SPEC ( 30000 kilogram )**

**(Minimum 50% Local Content required for qualifying as Class 1 Local Supplier)**

**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                                      |

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

| क्र.सं./S.N o. | प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer | पता/Address                           | मात्रा /Quantity | डिलीवरी के दिन/Delivery Days |
|----------------|--|---------------------------------------|------------------|------------------------------|
| 1              | Venkatesh Mondem   | 502032,BHEL , HPEP , Ramachandrapuram | 300000           | 89                           |

**D1A1Z39768\_ HY1051876117\_ 16 THK ALLOY STEEL PLATE WITH HIGH YS AS PER BHEL SPEC ( 25000 kilogram )**

**(Minimum 50% Local Content required for qualifying as Class 1 Local Supplier)**

**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                                      |

|  |   |
|--|---|
| जीएसटी पर इनपुट कर क्रेडिट /ITC on GST | जीएसटी उपकर कर क्रेडिट /ITC on GST Cess |
|--|---|

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

| क्र.सं./S.N<br>o. | परेषिती/रिपोर्टिंग<br>अधिकारी /Consignee<br>Reporting/Officer | पता/Address                              | मात्रा /Quantity | डिलीवरी के दिन/Delivery<br>Days |
|-------------------|---|--|------------------|---------------------------------|
| 1                 | Venkatesh Mondem  | 502032,BHEL , HPEP ,<br>Ramachandrapuram | 25000            | 89                              |

**D1A1Z39768\_HY1051876168\_ 25 THK ALLOY STEEL PLATE WITH HIGH YS AS PER  
BHEL SPEC ( 20000 kilogram )**

**(Minimum 50% Local Content required for qualifying as Class 1 Local Supplier)**

**तकनीकी विशिष्टियाँ /Technical Specifications**

|  |                          |
|--|--------------------------|
| क्रेता विशिष्टि दस्तावेज़ /Buyer<br>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.N<br>o. | परेषिती/रिपोर्टिंग<br>अधिकारी /Consignee<br>Reporting/Officer | पता/Address                              | मात्रा /Quantity | डिलीवरी के दिन/Delivery<br>Days |
|-------------------|---|--|------------------|---------------------------------|
| 1                 | Venkatesh Mondem  | 502032,BHEL , HPEP ,<br>Ramachandrapuram | 20000            | 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. **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 %.

## 3. **Generic**

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

- a. Copy of PAN Card.
- b. Copy of GSTIN.
- c. Copy of Cancelled Cheque.
- d. Copy of EFT Mandate duly certified by Bank.

## 4. **Inspection**

**Pre-dispatch inspection at Seller premises (Fee/Charges to be borne by the BUYER):** Before dispatch, the goods will be inspected by Buyer / Consignee or their Authorized Representative or by Nominated External Inspection Agency (independently or jointly with Buyer or Consignee as decided by the Buyer) at Seller premises (or at designated place for inspection as declared / communicated by the seller) for their compliance to the contract specifications. Fee/Charges taken by the External inspection Agency and any external laboratories testing charges shall be borne by the Buyer. For in-house testing, the Sellers will provide necessary facilities free of cost. Seller shall notify the Buyer through e-mail about readiness of goods for pre-dispatch inspection and Buyer will notify the Seller about the Authorized Representative/ Nominated External Inspection Agency and the date for testing. The goods would be dispatched to consignee only after clearance in pre-dispatch inspection. Consignee's right of rejection as per GTC in respect of the goods finally received at his location shall in no way be limited or waived by reason of the goods having previously been inspected, tested and passed by Buyer/ Consignee or its Nominated External Inspection Agency prior to the goods' shipment. While bidding, the sellers should take into account 7 days for inspection from the date of email offering the goods for inspection. Any delay in inspection beyond 7 days shall be on the part of the buyer and shall be regularised without Liquidated Damages.

When there is requirement of submission the advance sample, the seller shall inform the buyer promptly through emails about the date of submission of sample to the buyer nominated Inspection agency.

## 5. **Certificates**

Material Test Certificate Should Be Sent Along with The Supply. The Material Will Be Checked by Buyer's Lab & the Results of the Lab will be the Sole Criteria for Acceptance of the Item.

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

Buyer Added text based ATC clauses

### **Additional Terms & Conditions**

1. Submission of BHEL Technical Specifications, ITB, QAP/SQP (if uploaded in the NIT) and PQC Documents (If applicable) duly filled, signed & stamped is mandatory. Same shall be attached while submitting the Bid.
2. No Commercial Terms & Conditions including the Price validity shall be quoted in the Offer. All the Terms & Conditions (including Price validity) shall be as per GEM Terms & Conditions only. Terms & Conditions quoted elsewhere will be summarily ignored and no claim against this will be entertained afterwards.
3. Bidders may note that Deviation to the NIT terms are not allowed in GEM, since there is no scope of loading in the GEM and submission of the Bid implies that Bidder is accepting all the Terms

- & Conditions as per NIT that includes BHEL GEM ATC and GEM General Terms & Conditions.
4. Delivery Period: Delivery Period shall be as per GEM Enquiry only. Please submit your Quote considering the Delivery Period as per Enquiry. BHEL at its own discretion may consider Delivery Period (as quoted in their Offer) other than GEM Enquiry or disqualify the Offer for not meeting the Delivery requirement.
  5. Offers insisting MOQ are liable for rejection. Quantity against each item shall be strictly as per Enquiry only. Offers quoting the Quantities other than Enquiry quantities cannot be considered and such requests to change the quantities after releasing the PO will not be entertained.
  6. Quantity Tolerance of +/- 10% on each item is acceptable for all the items.
  7. Manufacturer Inspection/Test Certificate should be submitted by Supplier along with the Material and same shall be confirmed in the Technical Offer.
  8. Clarifications if any shall be replied within the stipulated time and before the expiry. BHEL will proceed further without considering the Offer if clarifications are not replied within stipulated time as per GEM portal.
  9. BHEL, at its own discretion, can cancel the part or full Enquiry at any stage of processing, before the placement of Purchase Order.
10. Sizes: 2 meter x 6 meter
11. Material is required for NTPC Projects. Offers from only OEMs who are approved by NTPC will be considered for Evaluation and Offers from Traders/Stockists/Dealers/Distributors/MOU Channel Partners (Non Manufacturers) of NTPC approved makes or NTPC non approved Manufacturers will be rejected. This clause supersedes the acceptance of the Traders in the any part of the NIT including the PQC document
12. Payment Terms: This clause supersedes the Payment Terms mentioned in the Clause No. 03 of GEM ATC. However, Bidders can also quote conventional Payment of 120 days credit period through NEFT instead of LC mode of Payment.

Payment Terms: "100% Payment through LC with Usance Period of 120 days from the date of Invoice."

After PO Instructions:

1. **Material shall reach K-Gate of HPEP, BHEL, R C Puram. It is advised to reach in the early hours to avoid delay in Entry. Google location for the entry of the Material (BHEL K Gate) is <https://maps.app.goo.gl/yELTzd6TgaxhB51w6>.**
2. Vendors shall follow the BHEL Standard Quality Plan (SQP) that was uploaded in the NIT, for manufacturing the Ordered product. If any deviations/comments are applicable, same shall be noted on the SQP and sent to BHEL for BHEL approval. BHEL SQP shall be uploaded in the CQIR portal for raising the Inspection call. If no SQP is uploaded in the NIT, then Quality Plan shall be submitted to BHEL within 3 days of Purchase Order for our approval. Approved Quality Plan is mandatory for starting Manufacturing activities and same shall be presented to BHEL Third Party Inspection agency, during Inspection. It may take around One week time for QAP approval from the date of submission of QAP as per BHEL format and Vendors are advised to send the QAP as per standard format to avoid the delay in QAP Approval.
3. Third Party Inspection (If applicable as per PO), shall be raised through the weblink <http://cqir.bhel.in/Cqir/jsp/Masters/login.jsp>. Vendors are requested to plan the Inspection date and raise the call accordingly in advance such that sufficient time is given to BHEL Third Party Inspector for visiting as per their pending Inspection Calls.
4. Invoice shall be necessarily mentioned with BHEL Material code, BHEL SAP PO number and Unit of Measurement as per Purchase Order. LR shall be mentioned with Invoice number.

5. Delivery Challan (optional), LR (If applicable), Duplicate for Transporter Invoice, One set of Original Test Certificates shall accompany with the Driver and same shall be submitted at Designated stores (Please refer the Purchase Order for the Store Number)
6. All the above specified Dispatch Documents shall be scanned and sent to the Purchase Officer through email (venkateshm@bhel.in) along with Driver details, before the dispatch of the Material. Ensure, email is received before receipt of the Material at BHEL K Gate. {Email shall be sent with PO number and Vehicle number as Email Subject line).
7. Original for Buyer Invoices in Three numbers, Original Test Certificates (If applicable), Original Inspection Report/CQIR (If Applicable) along with TPIA reviewed documents shall be submitted directly to the Purchase Officer through Courier/Post to the following address.  
Address: Venkatesh M, Dy. Manager/Purchase CMM, BHEL, R C Puram, Hyderabad, 502032.
8. Driver shall carry valid Vehicle License, Vehicle fitness certificate and ID Proof.
9. GST returns shall be filed periodically so that GST Payment can be processed as per the Payment due date.
10. Material receipt status and Progress of the Payment can be checked through PRADAN Portal (Weblink: <https://hpep.bhel.com/mm/>). Login ID is the Supplier Code/Vendor code mentioned in the PO.
11. If this Purchase Order is released on Temporary Vendor code (Vendor code which starts with Numerical), please register with BHEL, by filling online registration form available in <https://supplier.bhel.in/>.
12. If no acknowledgment is received within 15 days of this PO through Email, it is deemed that, Purchase Order is accepted for execution. No amendments/corrections will be entertained afterwards.
13. Suppliers shall note that, Material shall be supplied strictly as per Ordered quantity only, within the Tolerance limits. Material supplied beyond the Tolerance limits shall be rejected and same shall be lifted from our Stores within 30 days of receipt of communication from BHEL.
14. If rejected Material is not lifted within 30 days of receipt of communication from BHEL, Material shall be disposed to scrap yard and no claim for the Material return/Payment will be entertained afterwards.
15. In case of any issue with regard to entry/unloading of the Material at BHEL, instruct the Vehicle driver to contact the Purchase Officer through Telephone @ 040 2318 4259

## 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---