

बिड दस्तावेज़ / Bid Document

बिड विवरण / Bid Details	
बिड बंद होने की तारीख/समय / Bid End Date/Time	16-10-2025 15:00:00
बिड खुलने की तारीख/समय / Bid Opening Date/Time	16-10-2025 15:30:00
बिड पेशकश वैधता (बंद होने की तारीख से) / Bid Offer Validity (From End Date)	120 (Days)
मंत्रालय/राज्य का नाम / Ministry/State Name	Ministry Of Coal
विभाग का नाम / Department Name	Neyveli Uttar Pradesh Power Limited
संगठन का नाम / Organisation Name	Neyveli Uttar Pradesh Power Limited
कार्यालय का नाम / Office Name	Nuppl
कुल मात्रा / Total Quantity	1
वस्तु श्रेणी / Item Category	BOMB CALORIMETER
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	Automatic Bomb Calorimeter
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Calorimeter for laboratory, pH Meter, Bomb Blanket (MHA), Bomb Suit (Version 2) (MHA), Sanitary Napkins Vending Machines, Bomb Basket as per MHA QR (V2), digital conductivity meter, Green Waste Reprocessor (Automatic / Semi Automatic), Automatic Fully Mechanised Organic Waste Machine for Compost, Automatic Fiber Analyzer
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	<ul style="list-style-type: none"> Bomb Suit (Version 2) (MHA) Temperature calibrator Bomb Blanket as per MHA QR (V2)
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / MSE Exemption for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Exemption for Years of Experience and Turnover	No
विक्रेता से मांगे गए दस्तावेज़ / Document required from seller	Certificate (Requested in ATC), Compliance of BoQ specification and supporting document *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer

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	Yes
रिवर्स नीलामी योग्यता नियम/RA Qualification Rule	50% Lowest Priced Technically Qualified Bidders
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

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईएमडी राशि/EMD Amount	50000

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).	22

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने है। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।/EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.

(b).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 :

Neyveli Uttar Pradesh Power Limited
Neyveli Uttar Pradesh Power Limited NEYVELI UTTAR PRADESH POWER LIMITED OFFICE OF THE CHIEF EXECUTIVE OFFICER , NEYVELI UTTAR PRADESH POWER LIMITED Project Office- Ghatampur Thermal Power Project, Near Village Lahurimau - Kashimpur,Ghatampur Tehsil, P.O.:Samuhi- 209206, Kanpur Nagar District, Uttar Pradesh
CIN: U40300UP2012GOI053569, GSTIN:09AAECN3221F1ZS; website: ww.nuppl.co.in Neyveli Uttar Pradesh Power Limited) (Chief Executive Officer)
(Chief Executive Officer)

विभाजन/Splitting

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

एमआईआई खरीद वरीयता/MII Purchase Preference

एमआईआई खरीद वरीयता/MII Purchase Preference	Yes
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एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
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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.

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. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

4. Reverse Auction would be conducted amongst first 50% of the technically qualified bidders arranged in the order of prices from lowest to highest. Number of sellers eligible for participating in RA would be rounded off to next higher integer value if number of technically qualified bidders is odd (e.g. if 7 bids are technically qualified, then RA will be conducted amongst L-1 to L-4). In case number of technically qualified bidders are 2 or 3, RA will be between all without any elimination. If Buyer has chosen to split the bid amongst N sellers, then minimum N sellers would be taken to RA round. In case Primary products of only one OEM are left in contention for participation in RA based on lowest 50% bidders qualifying for RA, the number of sellers qualifying for RA would be increased to get at least products of one more OEM (directly participated or through its reseller) if available. Further, if bid(s) of any seller(s) eligible for MSE preference is / are coming within price band of 15% of Non MSE L-1 or if bid of any seller(s) eligible for Make in India preference is / are coming within price band of 20% of non MII L-1, then such MSE / Make in India seller shall also be allowed to participate in the RA process.

BOMB CALORIMETER (1 pieces)

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

तकनीकी विशिष्टियाँ /Technical Specifications

क्रेता विशिष्टि दस्तावेज़ /Buyer Specification Document	Download
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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
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क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Saravanan A	209206,OFFICE: Ghatampur Thermal Power Project Site Office, Near Lahurimau - Kasimpur Village,NUPPL Ghatampur Thesil, Samuhi P.O. - 209206 Kanpur Nagar Dist., Uttar Pradesh. (About 70 Kms from Kanpur City) https://goo.gl/maps/uLd5EJnhhMQ2	1	30

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

Bid Specific Additional Terms & Conditions

1.0 Following Pre-Qualification requirement:

- 1.1 The bidder should have supplied one number of Automatic Bomb Calorimeter of measurement range 500 - 10000 Kcal/Kg in the last (5) five years prior to the original scheduled date of tender opening in any Government / Quasi Government/ PSU/PSE/Public Limited Company, in their own name. Necessary documentary proof in the form of purchase/work order/agreement/ supply completion certificate issued by the competent authority shall be submitted along with the bid documents for the same purchase /work order. Copy of the purchase/work order/agreement alone is not sufficient, copy of the supply completion certificate with required PQ quantity must be enclosed.

- 2.0 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.

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

- 4.0 Bidder shall submit signed and stamped copies of following mandatory tender technical documents along with their offer, failing to which the bid will be considered to be non-responsive and will be liable for rejection:

- 4.1 Technical specification Sheet

4.2 Declaration on Firm's Letter Head for banning as per format mentioned in ATC

4.3 Technical deviations, in given form as per the format enclosed under buyer uploaded **ATC document page No. 4** (mention 'NIL' in case of no deviation)

Note: Deviations appearing in the 'DEVIATIONS FORMS' only will be considered while evaluating the offers and Deviations mentioned elsewhere (in any other tender documents) will not be considered. NUPPL at its own discretion may accept or reject offers received with deviations. In case of any contradictions in existed condition or tender, terms of NUPPL supersede GeM conditions.

5.0 Preference to Make in India: MII Purchase Preference is applicable as per O/o No. P-45 021/2/2017-PP (BE-II) - Part (4) Vol. II Dated: 19th July, 2024 issued by Ministry of Commerce and Industry, DPIIT, Government of India.

Verification of Local Content: The bidder shall give self-certification for local content in the quoted item (goods/works/services) at the time of tendering. However, at the time of execution of the project, for all Contracts above INR 10 Crore, the contractor/supplier shall be required to give local content certification duly certified by cost/chartered accountant in practice. For cases where it is not possible to provide certification by Cost/Chartered Accountant at the time of execution of project, the supplier shall be permitted to provide the certificate for local content from Cost/Chartered Accountant after completion of the contract, within time limit acceptable to the procuring entity. In case the Contractor/supplier does not meet the stipulated local content requirement and the category of the supplier changes from Class-I to Class-II/ Non-local or from Class-II to Non-local, a penalty up to 10% of the contract value may be imposed. However, contract once awarded shall not be terminated on this account

6.0 The Bidder shall declare that their company is not banned/debarred/blacklisted by other Central Public Sector Enterprises (CPSEs)/Government Entities as on the original scheduled date of Bid opening. In case while processing the Bid or during post award of Bid, any such banned/Debarred/Blacklisted instances by other Central Public Sector Enterprises (CPSEs)/Government Entities, is known to NLCIL/NUPPL then the bidder will be disqualified for that particular Bid, if the Bid is under process. If already awarded, then the Purchase Order/Contract will be terminated. In the above circumstances, Bidder shall not have any claim on NLCIL/NUPPL towards such disqualification or termination of Contract/Purchase Order. The Bidder shall submit the declaration on Firm's Letter Head as per the format enclosed under buyer uploaded **ATC document page no.1.**

7.0 Local content certificate to be uploaded with the bid as per the format enclosed under **buyer uploaded ATC document page no.3.**

8.0 Checklist to be uploaded with the bid as per the format enclosed under buyer uploaded ATC document page no.6.

9.0 **Warranty period** shall be 12 months from the date of commissioning or 18 months from the date of receipt of material at NUPPL Stores/GTPP. GGW shall be provided as per NUPPL format enclosed under **buyer uploaded ATC document page no. 2**

10.0 **LD Clause** shall be applicable as per GeM Terms & Conditions

11.0 **NOTE (Regarding EMD Exemption and MSE Purchase Preference):-** The following supporting document(s) for the proof of manufacturing the offered product have to be submitted by the MSE bidders for claiming EMD Exemption and MSE Purchase Preference along with valid Udyam Registration certificate:-

11.1.1 Udyam Registration Certificate registered with Relevant category NIC code as per National Industrial Classification (All Economic Activities), 2008 with NIC code:-

26516: Manufacture of laboratory analytical instruments and miscellaneous laboratory apparatus for measuring and testing.

AND

- 11.1.2 Certificate issued by Department of industries & commerce/Valid NSIC/Small Scale Industries (SSI) /Bureau of Indian Standard (BIS)/Trade mark license

In case of non-submission of valid Udyam Registration certificate along with the relevant/adequate supporting documents (for the proof of manufacturing the offered product) by the bidders during the initial bid itself, no claim for EMD exemption shall be entertained. Such bids (if submitted without EMD) shall be treated as unresponsive.

12.0 Scope of supply:

- 12.1 Vendor has to deliver Automatic Bomb Calorimeter within 30 days from the date of issue of the purchase order/GeM contract.
- 12.2 The responsibility and safety of the Instrument during transportation to the NUPPL site lies with the supplier/seller.
- 12.3 Delivery of Automatic Bomb Calorimeter shall be done at GTPP/NUPPL Stores after getting necessary clearance from material gate.
- 12.4 Vendor has to supply required consumables, accessories and spares as mentioned in the technical specification along with the Automatic Isoperibol Bomb Calorimeter.
- 12.5 Installation and Demonstration of equipment has to be done on free of cost by Vendor/Supplier.
- 12.6 During Installation/demonstration if any damages occurred to the item, vendor will be responsible for the same

13.0 SPECIAL CONDITIONS:

- 13.1 The Supplier shall be entirely responsible for the transportation, delivery and installation Automatic Isoperibol Bomb Calorimeter.
- 13.2 NUPPL decision on the interpretation of any terms and conditions set forth in the purchase order shall be final and binding on the supplier/contractor.
- 13.3 The supplier should supply the Automatic Isoperibol Bomb Calorimeter along with a Test Certificate for Bomb and other consumable items.
- 13.4 If the Automatic Isoperibol Bomb Calorimeter is not accepted by NUPPL due to not meeting the required technical specifications then the seller has to take back the material on their own cost.
- 13.5 The bidder should be a manufacturer or manufacturer's authorized dealer of Automatic Isoperibol Bomb Calorimeter. If the bidder is a manufacturer, they should furnish documentary evidence such as UDYAM certificate along with any of the Certificate issued by Department of industries & commerce/Valid NSIC/Small Scale Industries (SSI) /Bureau of Indian Standard (BIS)/Trade mark license to prove that they are manufacturer. If the bidder is a dealer, they should furnish the valid authorized dealership certificate from their manufacturer.
- 13.6 Payment Terms:
 - I. All payments shall be made by E-payment mode as per the GeM terms and conditions and all the bank charges will be to the account of the firm.
 - II. Invoice: The firm shall submit invoice as per the GeM terms and conditions.

- III. Payment shall be made for within 30 days after delivery of the same at GTP P, NUPPL store/site along with successful check and acceptance of material supplied.
- IV. Any levy on the firm's bills specified by either the NUPPL or any Act of the Government in the period of contract will be recovered from the bills, if found applicable.
- V. Payment shall be released after completion of all formalities. No interest shall be payable by NUPPL on any delayed/ disputed payments.
- VI. Payments made by NUPPL shall not preclude the right of NUPPL to thereafter dispute any item invoiced.

14. In case Bank Guarantee is to be submitted, the same must be issued under SFMS Mode and Advising Bank details must be incorporated as per below details:

Name of beneficiary & its details	Neyveli Uttar Pradesh Power Limited	Any Bank
Beneficiary bank , branch & address	State Bank of India	
	Block-2, Neyveli-6 07801	
IFSC code	SBIN0000958	

Guarantee submitted in physical mode, including EMD/Bid Guarantee, which cannot be verifiable through SFMS will be rejected summarily

3. Buyer Added Bid Specific ATC

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

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

NEYVELI UTTAR PRADESH POWER LIMITED
payable at
KANPUR

. 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 Payment online through RTGS / internet banking also (besides PBG which is allowed as per GeM GTC). On-line payment shall be in Beneficiary name

NEYVELI UTTAR PRADESH POWER LIMITED
Account No.
33780367147

IFSC Code
SBIN0011607
Bank Name
State Bank of India
Branch address
Panki Branch, Kanpur

. 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.

6. **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.

7. **Generic**

Manufacturer Authorization: Wherever Authorised Distributors/service providers are submitting the bid, Authorisation Form /Certificate with OEM/Original Service Provider details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid

8. **Forms of EMD and PBG**

Bidders can also submit the EMD with Account Payee Demand Draft in favour of

NEYVELI UTTAR PRADESH POWER LIMITED
payable at
KANPUR

. Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

9. **Forms of EMD and PBG**

Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name

NEYVELI UTTAR PRADESH POWER LIMITED
Account No.
33780367147
IFSC Code
SBIN0011607
Bank Name
STATE BANK OF INDIA
Branch address
PANKI BRANCH KANPUR

. Bidder to indicate bid number and name of bidding 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 along with bid.

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 are mandated to ensure compliance with all the applicable laws / acts / rules including but not limited to all Labour Laws 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. Any non-compliance will be treated as breach of contract and Buyer may take suitable actions as per GeM Contract.

[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---