

**बिड दस्तावेज़ / Bid Document**

<b>बिड विवरण/Bid Details</b>	
<b>बिड बंद होने की तारीख/समय /Bid End Date/Time</b>	28-05-2026 09:00:00
<b>बिड खुलने की तारीख/समय /Bid Opening Date/Time</b>	28-05-2026 09:30:00
<b>बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)</b>	60 (Days)
<b>मंत्रालय/राज्य का नाम/Ministry/State Name</b>	Ministry Of Mines
<b>विभाग का नाम/Department Name</b>	Materials
<b>संगठन का नाम/Organisation Name</b>	National Aluminium Company Limited, Bhubaneswar
<b>कार्यालय का नाम/Office Name</b>	Materials
<b>कुल मात्रा/Total Quantity</b>	22
<b>वस्तु श्रेणी /Item Category</b>	Glucose GOD POD Method Sytm Pack , CREATININE SOX FOR MINDRAY BS 380 , Multi sera Calibrator , Lipid Calibrator , CLINCHEM MULTI CONTROL LEVEL I , CLINCHEM MULTI CONTROL LEVEL II
<b>GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS</b>	Glucose and other reagents
<b>GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS</b>	Copper and Copper Alloy Rods and Sections (Other than Forging Stock), Lead Sheets And Strips For Other Than Chemical Purposes-IS:405 (Part 2), Biochemistry Reagent Kit for Human Samples, Wooden Podium, Prelaminated Particle Boards From Wood and Other Lignocellulosic Material conforming to IS 12823 (V2), Agar Media, Broth Media, Covered Electrodes for Manual Metal Arc Welding of Stainless Steel and Other Similar High Alloy Steel (V2) conforming to IS 5206, Medium Density Fiber Boards (MDF Boards) Marked to IS 12406 (V2), Non Sparking Ring Slugging Spanners (V2)
<b>अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification</b>	<ul style="list-style-type: none"> <li>Biochemistry Reagent Kit for Human Samples</li> <li>Blood Glucose Meter - Glucometer (V2)</li> </ul>
<b>बीओक्यू शीर्षक /BOQ Title</b>	Glucose and other reagents
<b>एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Relaxation for Years of Experience and Turnover</b>	No
<b>स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Relaxation for Years of Experience and Turnover</b>	No

<b>बिड विवरण/Bid Details</b>	
<b>विक्रेता से मांगे गए दस्तावेज़/Document required from seller</b>	Certificate (Requested in ATC),OEM Authorization Certificate,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
<b>क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेन् है/Do you want to show documents uploaded by bidders to all bidders participated in bid?</b>	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)
<b>बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension</b>	1
<b>दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended</b>	7
<b>ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count</b>	1
<b>बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled</b>	No
<b>बिड का प्रकार/Type of Bid</b>	Single Packet Bid
<b>प्राथमिक उत्पाद श्रेणी/Primary product category</b>	Glucose GOD POD Method Sytm Pack
<b>तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation</b>	4 Days
<b>निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)</b>	No
<b>Payment Timelines</b>	Payments shall be made to the Seller within <b>10</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)
<b>मूल्यांकन पद्धति/Evaluation Method</b>	Total value wise evaluation
<b>मध्यस्थता खंड/Arbitration Clause</b>	No
<b>सुलह खंड/Mediation Clause</b>	Yes ( <a href="#">Mediation clause document</a> ) as per DoE OM No.F.1/2/2024-PPD dated 03.06.2024 mediation clause should not be routinely included in contracts and pre-litigation mediation can be taken up without any such clause also

#### ईएमडी विवरण/EMD Detail

आवश्यकता/Required	No
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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

#### 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.

2. 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.

### Glucose GOD POD Method Sytm Pack

#### तकनीकी विशिष्टियाँ /Technical Specifications

<b>Specification Document</b>	<a href="#">View File</a>
<b>BOQ Detail Document</b>	<a href="#">View File</a>

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

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

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Mitesh Kumar Wagji	759145,PURCHASE DEPARTMENT, NALCO SMELTER PLANT, NALCO NAGAR	12	210

### CREATININE SOX FOR MINDRAY BS 380

#### तकनीकी विशिष्टियाँ /Technical Specifications

<b>Specification Document</b>	<a href="#">View File</a>
<b>BOQ Detail Document</b>	<a href="#">View File</a>

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1	Mitesh Kumar Wagji	759145,PURCHASE DEPARTMENT, NALCO SMELTER PLANT, NALCO NAGAR	6	210

### Multi Sera Calibrator

#### तकनीकी विशिष्टियाँ /Technical Specifications

<b>Specification Document</b>	<a href="#">View File</a>
<b>BOQ Detail Document</b>	<a href="#">View File</a>

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

#### 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	Mitesh Kumar Wagji	759145,PURCHASE DEPARTMENT, NALCO SMELTER PLANT, NALCO NAGAR	1	210

### Lipid Calibrator

#### तकनीकी विशिष्टियाँ /Technical Specifications

<b>Specification Document</b>	<a href="#">View File</a>
<b>BOQ Detail Document</b>	<a href="#">View File</a>

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

#### 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	Mitesh Kumar Wagji	759145,PURCHASE DEPARTMENT, NALCO SMELTER PLANT, NALCO NAGAR	1	210

### CLINCHEM MULTI CONTROL LEVEL I

#### तकनीकी विशिष्टियाँ /Technical Specifications

<b>Specification Document</b>	<a href="#">View File</a>
<b>BOQ Detail Document</b>	<a href="#">View File</a>

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

#### 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	Mitesh Kumar Wagji	759145,PURCHASE DEPARTMENT, NALCO SMELTER PLANT, NALCO NAGAR	1	210

### CLINCHEM MULTI CONTROL LEVEL II

#### तकनीकी विशिष्टियाँ /Technical Specifications

<b>Specification Document</b>	<a href="#">View File</a>
<b>BOQ Detail Document</b>	<a href="#">View File</a>

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

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

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Mitesh Kumar Wagji	759145,PURCHASE DEPARTMENT, NALCO SMELTER PLANT, NALCO NAGAR	1	210

## 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. Certificates

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

### 4. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

- Bidders should go through the Technical Specification or Scope of Supply in " **Buyer specification document**" carefully and submit their technical offer as per **Format-T1** attached therein, on firm's letterhead or stamped, signed by firm's competent authority and upload in GeM as Compliance of BoQ Specification.
- Authorization Certificate:** The materials are proprietary items of **M/s. MINDRAY**. Hence offers of **M/s. MINDRAY** and/or their authorized distributors/ dealers/ channel partners/system integrators will be acceptable in this bid.  
  
In case of participation from distributors/ dealers/ channel partners/system integrators, they need to submit valid & genuine authorization certificate from principal vendor along with the offer/technical bid, failing which the offer shall be rejected. The OEM authorization certificate should be tender specific mentioning the GeM Bid No. and same should be duly signed and stamped by competent official of aforesaid principal vendors with name, designation and contact details.
- Guarantee Certificate:** In case authorized resellers i.e. distributors/dealers/channel partners/system integrators are awarded with the contract, they are to submit certification letter of their manufacturer/OEM/principal vendor along with the supply which should state that the supplied medicines/reagents by their distributor/dealer/channel partner (mentioning name) with batch number are genuine and quality product.
- Shelf life:** Minimum expiry date should be 1 year from date of invoice.
- Packing and Labelling:** proper packing shall be given by you for the quoted material to avoid any damage during transportation. "**NALCO STOCK, NOT FOR SALE**" to be inscribed on all blister/packs and strip

s.

6. **Delivery Schedule:** The items should be supplied in two lots within an interval of six months or as on our requirement. 50% of the ordered quantities (1st lot) should be made within 30 days from the date of GeM Contract.
7. **Inspection:** Final inspection and acceptance shall be done at NALCO HOSPITAL and the result shall be final and shall be binding on the supplier on whom order is placed.
8. **MRP:** In the event of order and while supplying against the said order, the bill/invoice must indicate MRP on the date of supply against each batch. You must confirm to this effect in your offer.
9. The commercial terms & conditions are mentioned in the BID Details along with Buyer added Bid Specific Additional Terms & Conditions (ATC). The formats for commercial terms and condition compliance, no-deviation and other required certificates (Annexures) are provided in “**Buyer uploaded ATC documents**” of the bid. Bidders must submit/upload the certificates, dully filled on firm’s letterhead or stamped, signed by firm’s competent authority with the Technical Bid.
10. All the **commercial terms and conditions** will be strictly as per GeM standard terms and conditions without any deviations. Bidders should submit bid only if Buyer added Bid specific Additional Terms & Conditions (ATC) read with GEM General Terms & Conditions (GTC) are acceptable to them. Any other commercial term mentioned by the bidder as an attachment shall be ignored.
11. **Price Basis:** Prices on GeM portal are inclusive of all cost components i.e. GST, packing and forwarding charges, freight charges, transit insurance etc. Accordingly, the bidders must quote price in GEM portal on F.O.R., NALCO HOSPITAL, ANGUL, ODISHA basis/ free delivery at NALCO HOSPITAL, ANGUL, ODISHA basis inclusive of packing and forwarding charges, freight charges, GST, transit insurance etc. Any deviation to above conditions mentioned in the offer shall be ignored or the offer shall be rejected.
12. **Price Firmness:** All prices quoted must remain firm and fixed till complete execution of the order (i.e without any escalation/price variation terms) except for statutory variation in taxes and duties during contractual delivery/completion period. Any increase in taxes and duties after expiry of the delivery/completion period shall be to supplier’s account. However, in case of any price decrease during the same period as applicable to govt./public sector hospitals, it will be applicable, and you will intimate accordingly for issue of necessary amendment by NALCO.
13. **Payment Terms:** 100% payment shall be released within 10 days after receipt and acceptance of material at site (CRAC) and submission of Invoice, subject to reflection of the party’s invoice/credit or debit note in GSTR 2A/ANX-2 (GST NEW RETURN) of NALCO.
14. **Anti-profiteering clause (SEC171 OF CGST ACT):** If any new tax/taxes is introduced on sale of goods/services, either in lieu of existing tax/taxes or as separate tax/taxes, then the overall incidence of tax/taxes on the vendor on account of its inputs and outputs wherever less than the incidence of existing taxes, then the vendor shall pass on to owner, the benefits thereof by way of commensurate reduction in the basic price w.r.t input tax benefits and reduction in tax chargeable to ‘NALCO’ w.r.t output tax benefits in connection with goods and/or services provided. If on the other hand, the incidence of tax/taxes is in excess of the incidence of existing tax/taxes, the owner on submission of satisfactory proof, shall reimburse the vendor the additional incidence of tax provided they are within the contractual completion date. The vendor must provide a declaration (as per attached format in ATC Upload) along with the tender that they will abide by the requirements under cl 171 of CGST ACT, 2017.
15. **Income Tax Clause:** A) NALCO, being Buyer (under Section 194Q inserted in the Income Tax Act, 1961 vide Finance Act 2021) having total sales, gross receipts, or turnover from business above Rupees Ten Crores during the last Financial Year, will deduct TDS under Section 194Q, w.e.f. 01.07.2021, at the prescribed rate of 0.1% on the purchase value of any goods, aggregate of which is exceeding the threshold limit of Rs .50 Lakhs in a Financial year. Accordingly, Vendors/Sellers are not to collect tax at source under section 206C(1H) of the Act w.e.f. 01.07.2021, in case provisions of section are applicable to them. The above is as per the current status and is subject to modification(s) based on amendments/notifications under Income Tax Act, 1961, from time to time.

B) Vendor / Party categorized/designated as “specified person” under Section 206AB of Income Tax Act,

1961 shall be liable for TDS at higher rate as provided under the said section, by NALCO. So, Vendors/Contractors are advised to submit self-certified copies of Income Tax return (ITR) for each of the Two Previous Years for which due date for filing of ITR has expired, along with the Invoice/Bill so as to facilitate NALCO, verify the applicability of Section 206AB. NALCO will also check linking of PAN with AADHAR as required under the act, with the help of facility provided by Income Tax Department for deciding the TDS %. However, this is as per current status and is subject to modification based on further notification on the subject by Govt. of India under Income Tax Act.

16. In case of successful award of GeM Contract, the seller is advised to ensure submission of GeM invoice, original tax invoice, challan copy, lorry receipt and P&F receipt along with dispatch documents during supply of material failing which material will not be accepted by consignee at site.

17. Bidders must ensure to indicate the name, mobile no., phone no., e-mail id of your contact person in the online offer for future correspondence.

18. **CONSIGNEE ADDRESS:**

GM (MEDICAL SERVICES), NALCO HOSPITAL, NALCO NAGAR, ANGUL -759145, ODISHA. Mob:9437158725.  
GSTIN: 21AAACN7449M1Z9.

29. Bid Inviting authority: Mr. Suryakanta Mohanty, G.M. (Materials)/  
Email: [suryakant.mohanty@nalcoindia.co.in](mailto:suryakant.mohanty@nalcoindia.co.in)

20. Contact details for matters related to: -

**Tender/BID:**

ii. Mr. Sandip Sahoo, E.A. (Materials) /

Email: [oeffsmlt\\_centralstore4@nalcoindia.co.in](mailto:oeffsmlt_centralstore4@nalcoindia.co.in)

**Receipt of Material & CRAC:**

Dr. Mitesh Kumar Wagji, GM (Medical Services),  
Email- [mitesh.wagji@nalcoindia.co.in](mailto:mitesh.wagji@nalcoindia.co.in),

**Payment:**

i. (Seller's Name starting with English alphabet "A" to "L")

Ms. Ustat Kaur, AM (Finance),

Email- [ustat.kaur@nalcoindia.co.in](mailto:ustat.kaur@nalcoindia.co.in)

ii. (Seller's Name starting with English alphabet "M" to "Z")

Mr. Jnanendra Kumar Jena, DM(Finance),

[Email-jnanendra.jena@nalcoindia.co.in](mailto:Email-jnanendra.jena@nalcoindia.co.in),

5. **Buyer Added Bid Specific ATC**

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

## अस्वीकरण/Disclaimer

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

1. Publishing Custom / BOQ bids for items for which regular GeM categories are available (unless such Custom / BOQ item is bunched with the major regular product Category Item).
2. Mandating procurement of / from specific Brand / Make / Model / Manufacturer / Dealer except in case of Single Bid / Proprietary Article Certificate (PAC) Buying.
3. Inclusion of disqualification criteria related to suspension of seller / service provider, where such suspension period has already expired.
4. Mandating submission of documents 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---**