

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	28-02-2026 21:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	28-02-2026 21:30:00
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 Mines
विभाग का नाम/Department Name	Hindustan Copper Limited
संगठन का नाम/Organisation Name	Hindustan Copper Limited
कार्यालय का नाम/Office Name	Kolkata Corporate Office
कुल मात्रा/Total Quantity	4
वस्तु श्रेणी /Item Category	370600041 Water ring vacuum pump, model- size- 43, RPM- 1440, Mo No- R/S0/ 200102 make- AEROMA , 370600125 Set of Control Cone for VP, Size-43, SS 316, Pt. No - V104300070SC000 make- AEROMATIC , 370600126 Impeller without shaft for VP, Size-43, SS 316 ASTM351 GR CF 8 M, Pt. No- V104300070C007
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	Impeller without shaft for VP, Size-43, SS 316 ASTM351 GR CF 8 M, Pt. No- V104300070C0070 make - AEROMATIC
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Category not available on GeM for the text string uploaded by the buyer
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	<ul style="list-style-type: none"> • Cast Iron Impeller
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
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Certificate (Requested in ATC) *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 मेन् है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	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)
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	4
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	2
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
बिड का प्रकार/Type of Bid	Single Packet Bid
प्राथमिक उत्पाद श्रेणी/Primary product category	370600041 Water ring vacuum pump, model- size- 43, RPM- 1440, Mo No- R/S0/ 200102 make- AEROMA
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
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

आवश्यकता/Required	No
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ईपीबीजी विवरण /ePBG Detail

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

एमआईआई खरीद वरीयता / MII Purchase Preference

एमआईआई खरीद वरीयता / MII Purchase Preference	Yes
मेक इन इंडिया विक्रेताओं को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% तक की सीमा में है / Purchase Preference to MII sellers available upto price within L1+X%	20
मेक इन इंडिया खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MII purchase preference	50
सार्वजनिक खरीद (मेक-इन-इंडिया को प्राथमिकता) आदेश 2017 के अनुसार केवल क्लास 1/क्लास 2 के स्थानीय आपूर्तिकर्ताओं को ही भागीदारी की अनुमति है दिनांक 16.09.2020 (समय-समय पर संशोधित एवं लागू) / Allow participation only from Class 1/Class 2 local suppliers as per the Public procurement(Preference to Make-in-india) order 2017 date 16.09.2020(as amended and applicable time to time)	Yes, in compliance with the MII ORDER : DPIIT Order(as amended and applicable time to time)

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

Single Tender

Single Tender Applicable	Yes
Reason	The sources of supply are definitely known and possibility of fresh source(s) beyond those being tapped is remote.
List of Seller Organization for participation	ROHIT INDUSTRIES

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.

370600041 Water Ring Vacuum Pump, Model- Size- 43, RPM- 1440, Mo No- R/S0/ 200102 Make- AEROMA (2 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.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	PAWAN KUMAR CHAURASIA	481116,Malanjkhand Copper Project, Dist- Balaghat, Madhya Pradesh- 481116	2	120

370600125 Set Of Control Cone For VP, Size-43, SS 316, Pt. No - V104300070SC000 Make- AEROMATIC (1 set)

(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](#)

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	PAWAN KUMAR CHAURASIA	481116,Malanjkhand Copper Project, Dist- Balaghat, Madhya Pradesh- 481116	1	120

**370600126 Impeller Without Shaft For VP, Size-43, SS 316 ASTM351 GR CF 8 M, Pt.
No- V104300070C007 (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

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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
1	PAWAN KUMAR CHAURASIA	481116,Malanjkhand Copper Project, Dist- Balaghat, Madhya Pradesh- 481116	1	120

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. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

A) SCOPE OF WORK:-

Sl.No	Material Code	Description of Material	Unit	Quantity
1	370600041	Water ring vacuum pump, model - size - 43, RPM - 1440, Mo No- R/S0/ 200102 make - AEROMATIC	NUMBER	2
2	370600125	Set of Control Cone for VP, Size-43, SS 316, Pt. No - V104300070SC000 make - AEROMATIC	SET	1
	370600126	Impeller without shaft for VP, Size-43, SS 316 ASTM351 GR CF 8 M, Pt. No- V104300070C0070 make - AEROMATIC	NUMBER	1

B) PRE-QUALIFICATION CRITERIA (PQC):

Offer from M/s Rohit Industries only shall be accept in this tender.

C) Item Technical Specifications:-

Item	Water Ring Vacuum Pump
Item Code	V10430GC17A0000
Duty	Continuous
Model	Size 43
Capacity	330 m3/hr
Maximum Vacuum	680 mm Hg
Pump Speed	1440 RPM
Seal Water Req.	20 LPM at 1 Kg/cm2
Type of Drive	Direct Couple
Recommended Motor	15 HP x 1440 RPM

Gland Packing	Stuffing Box Type
HSN Code	84141000
Qty.	02 Nos.

Material Specifications

Body Cast Iron Gr. FG. 260 as per IS 210

Impeller SS 316 ASTM 351 GR-CF 8 M

Duly Dynamically Balanced as per ISO 1940-1973 (E) Class G 6.3.

Control Cone SS 316 ASTM 351 GR-CF 8 M

Casing Cover Cast Iron Gr. FG. 260 As per IS 210

Shaft EN - 8 Steel As per BS - 970

Bearing Bracket Cast Iron Gr. FG. 260 As per IS 210

Scope of Supply for Item serial no-01

Accessories along with bare pump:

- Set of Drain Cock
 - Seal Water Control Cock
 - Coupling Guard- MS Fab
 - Suction Header - MS Fab
 - Discharge Header - MS Fab
 - Perforated Screen at Pump Inlet
- Without motor

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D) SPECIAL TERMS & CONDITIONS;

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1. Warranty/ Guarantee: Maximum warranty/guarantee has to be furnished by the party for the offe

red items.

2. HCL may terminate/cancel the contract either in full or in part any time at its sole discretion of HCL. The contractor will have no claim on HCL due to such termination of the contract.
3. Bidder to note that Buyer added Bid Specific Terms and Conditions (ATC) shall supersede any other T&C of Bid document.
4. It is being construed that all T&C of bid document are acceptable to the Bidder upon submission of bid. Bidder shall upload certification for the same on their letter head along with the offer. In absence of the certification, HCL reserves the right to reject the offer.
5. Bidders to ensure that qualifying documents indicated for all the Pre-Qualification Criteria are submitted along with the offer. However, HCL reserves the right to seek historical shortfall documents, which existed on or before the tender opening date. The shortfall information/documents should be sought only in case of historical documents that pre-existed on the last date of bid submission, and which have not undergone change since then. Any historical/pre-existed document as on or before the last date of bid submission can be treated as shortfall documents for meeting the pre-qualification criteria and other terms & conditions of the NIT.
6. GeM ePBG format is not acceptable. Bidder to submit Bank Guarantee as per HCL format only in accordance with **ANNEXURE - 'A'** of Buyer added Bid Specific Terms and Conditions (ATC).
7. Techno-Commercial offer should be prepared by bidder on their company letter head, which complies/contains all the technical specifications & Commercial conditions mention in our NIT and Buyer Added Bid Specific Terms and Conditions.
8. Prices on GeM are inclusive of all cost components i.e. GST, freight, P&F, insurance etc. Any other condition mentioned anywhere in the attachment shall be ignored.
9. HCL reserves the right to reject any or all tenders entirely at their sole discretion without assigning any reason thereof and also reserves the right to place order in part or full on different suppliers.
10. Bidder to indicate the item wise GST percentage (5% or 12% or 18% or 28%) in their Part-I (Techno-commercial) offer which is inclusive in the total quoted price.
11. Bidder to indicate the item wise HSN number in their Part-I (Techno commercial) offer.
12. RISK & COST:

- a. The work has to be completed as per the terms and conditions of the work order. In case the Supplier / Contractor fails to execute the work as per the terms & conditions of the awarded work order after start of work, the Company reserves the right to forfeit the security deposit and award the contract for balance work to get the job done through other agency at the Risk & Cost of the Contractor.
- b. In case the bidder backs out after the bid opening after the opening of Techno-Commercial bid/Price bid in two bid system, administrative measures as may be decided by the company including debarcement etc.
- c. In case the Supplier/ Contractor fails to start the work after award of work order within time frame stipulated in the work order, administrative measures as may be decided by the company including debarcement etc.
- d. Risk and Expense purchase shall be undertaken by the company in the event of the Supplier/ Contractor failing to honour the contracted obligations within the stipulated period and where extension of delivery period is not permissible. Whenever risk purchase is resorted to, the supplier / contractor is liable to pay the additional amount spent by HCL, if any, in procuring the said contracted services through a fresh contract, i.e. the defaulting supplier has to bear the excess cost incurred as compared with the amount contracted with him.
- e. Notice for execution of order on risk & cost of any Supplier/ Contractor shall be issued to the defaulting party during valid period of contract. If the defaulting party either fails to start the work within reasonable time OR the progress of the job is poor OR for any breach of contract, the defaulting supplier has to bear the excess cost incurred as compared with the amount contracted with him.

After expiry of notice period and on finalization of the alternate goods/ services contract, the unserved quantity in the original services contract shall be cancelled and new order should be placed.

13. AMICABLE RESOLUTION:

- a. Save where expressly stated to the contrary in this Contract, any dispute, difference or controversy of whatever nature between the Parties, howsoever arising under, out of or in relation to this Contract including disputes, if any, with regard to any acts, decision or opinion of the Engineer-in-Charge and so notified in writing by either Party to the other (the "Dispute") shall in the first instance be attempted to be resolved amicably in accordance with the procedure set forth in part (b) below.
- b. Either Party may require such Dispute to be referred to the work in charge of HCL and the Contractor

for amicable settlement. Upon such reference, the two shall meet at the earliest as per their mutual convenience and in any event within fifteen (15) days of such reference to discuss and attempt to amicably resolve the Dispute. If the Dispute is not amicably settled within fifteen (15) days of such meeting, either Party may refer the Dispute in accordance with the provisions of part (c) below.

- c. In the event that any Dispute has not been resolved as per the provisions of (b) above, the same shall be referred to the director or a person of equivalent designation, of HCL and the Contractor for amicable settlement. Upon such reference, the two shall meet at the earliest as per their mutual convenience and in any event within fifteen (15) days of such reference to discuss and attempt to amicably resolve the Dispute. If the Dispute is not amicably settled within fifteen (15) days of such meeting between the two, either Party may refer the Dispute to arbitration in accordance with the provisions of Arbitration clause.

In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial Contract(S) between Central Public Sector (CPSEs)/Port Trust inter se and also between CPSEs and Government Departments/Organizations/State Governments/State PSUs/Public Authority/University under Central & State Government (excluding disputes concerning Railways, Income -Tax, Customs & Excise Department), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No.4(1)/2013-DPE (GM)/FTS-1835 DATED 22-05-2018 and DPE OM dt. 25-07-2024 DPE-05/0002/2023-AMRCD.

14. ARBITRATION

- a. Any dispute(s) of difference(s) not more than one crore of any kind whatsoever arising between the parties out of, or relating to the construction, meaning, scope, operation or effect of the contract or its validity or its breach thereof, if not settled mutually, shall be referred by the parties to this contract for Arbitration under the Arbitration and Conciliation Act, 1996 and any amendments thereof, and the provisions there under, and the award made in pursuance thereof shall be binding on the parties.
 - b. The Arbitrator will be appointed within 30 days of reference to the arbitration. A sole Arbitrator will be appointed by the mutual consent of the parties to the contract, who according to Arbitration and Conciliation Act, 1996 and any amendments thereof, will not stand in conflict of interest with any of the organizations. A declaration to the effect shall be submitted by the Arbitrator, to guarantee impartiality in the proceedings.
 - c. In the event of such an arbitrator to whom the matter is originally referred, being transferred or has vacated his office because of retirement, or resignation or otherwise or refuses to act or is incapable of acting for any reason whatsoever, the appointment of arbitrator in his place will be done by mutual consent of the Parties to the Contract, who again would not stand in any conflict of interest with both the parties such person(s) shall be entitled to proceed from the stage at which his predecessor left it.
 - d. The duration of proceedings and the fee structure will be governed by the 1996 Act and any amendments thereof. The venue of the arbitration shall be Malanjkhand, Dist: Balaghat only. The award of the arbitrator shall be Final and binding on the parties. Any dispute, which arises at any point of time out of Arbitration, shall have the jurisdiction of the court of Dist. Balaghat [MP]. Subject to the above, the provision of Arbitration and Conciliation Act, 1996 and the Rules there under and the statutory modifications thereof shall govern such arbitration Proceedings and shall be deemed to apply and be incorporated in this contract.
 - e. There shall be no Arbitration for disputes involving claims more than Rs.1 crore. Disputes more than Rs. 1 Crore as above shall be adjudicated under the Provision of Commercial Courts as per The Commercial Courts Act, 2015 as amended and applicable from time to time.
15. Those bidders who are having pending or ongoing case (in any matter) with HCL/MCP their offer shall not be consider for further process and their offer shall be treated as reject.

अस्वीकरण/Disclaimer

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

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
16. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

All GeM Sellers/Service Providers shall ensure full compliance with all applicable labour laws, including the provisions, rules, schemes and guidelines under the four Labour Codes i.e. the Code on Wages, 2019; the Industrial Relations Code, 2020; the Occupational Safety, Health and Working Conditions Code, 2020; and the Code on Social Security, 2020 as and when notified and brought into force by the Government of India.

For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972, etc. and relevant State Rules) shall continue to remain applicable.

The Seller/ Service Providers shall, therefore, be responsible for ensuring compliance under:

- **All notified and enforceable provisions of the new Labour Codes as mentioned hereinabove; and**
- **All operative provisions of the erstwhile Labour Laws until their complete substitution.**

All obligations relating to wages, social security, safety, working conditions, industrial relations etc. and any other statutory requirements shall be strictly met by the Seller/ Service Provider. Any non-compliance shall constitute a breach of the contract and shall entitle the Buyer to take appropriate action in accordance with the contract and applicable law.

[यह बिड सामान्य शर्तों के अंतर्गत भी शासित है /This Bid is also governed by the General Terms and Conditions](#)

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।/In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---धन्यवाद/Thank You---