

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	12-06-2026 12:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	12-06-2026 12:30:00
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 Power
विभाग का नाम/Department Name	Na
संगठन का नाम/Organisation Name	Nhpc Limited
कार्यालय का नाम/Office Name	Teesta V Ps
कुल मात्रा/Total Quantity	1
वस्तु श्रेणी /Item Category	Purchase of One Multipurpose Fire Tender for Departmental Use at Teesta- V Power Station NHPC Ltd
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	Fire Tender
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Water Tender / Foam Tender for Fire Fighting, Portable Fire Extinguishers (V3) ISI Marked to IS 15683, Small Foam Tender for Fire Brigade Use conforming to IS 10460, Water Tender Type A for Fire Brigade Use conforming to IS 948, Water Tender Type B for Fire Brigade Use conforming to IS 950, Emergency Rescue Tender conforming to IS 949, Automatic Fire Ball for Fire - Extinguishing, Fire Beaters (Fire suppression hand tools), Fire Retardant Tarpaulin, Fire Hooks (Fire suppression hand tools)
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	<ul style="list-style-type: none"> • Portable Fire Extinguishers (V3) ISI Marked to IS 15683 • Water Tender / Foam Tender for Fire Fighting
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	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	3
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
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	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
Payment Timelines	Payments shall be made to the Seller within 30 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
वित्तीय दस्तावेज की आवश्यकता है / Financial Document Required	Yes
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	164000

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).	15

(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 :

*

NHPC Office Complex Sector-33 Faridabad Haryana
(Nhpc Limited)

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
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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. 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.

Purchase Of One Multipurpose Fire Tender For Departmental Use At Teesta- V Power Station NHPC Ltd (1 pieces)

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

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
1	Shiv Kumar Markam	737134,Teesta V Power Station Balutar	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. **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.

3. **Forms of EMD and PBG**

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

NHPC Limited
payable at
SBI Singtam

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.

4. **Forms of EMD and PBG**

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

NHPC Limited
Account No.
00000010779994207
IFSC Code
SBIN0007515
Bank Name
State Bank Of India, Singtam , East Sikkim,
Branch address
Singtam East Sikkim, Sikkim, PIN-737134

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.

5. **Certificates**

ISO 9001: The bidder or the OEM of the offered products must have ISO 9001 certification.

6. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

1. **Scope of supply:**

Supply of 01 (One) Multipurpose Fire Tender complete in all respects, conforming to the technical specif

ications and terms & conditions stipulated in the tender, for Teesta-V Power Station, NHPC Ltd.

2. **Freight & Insurance (F&I):** F&I charge, for the destination, shall be borne by the supplier.

3. Insurance: -

The commercial insurance charges (Zero Dep and third party, etc.) of complete fire tender shall be in the scope of the supplier.

4.FOR: Central Store, Teesta-V Power Station, Balutar, East Sikkim-737134 (Sikkim)

5. Prices: Prices shall be firm, inclusive of all taxes & duties as applicable,

6. Inspection: -As per clause no 9 of Technical Specification

7. Delivery/Completion Period:

The equipment shall be delivered within 120 days from the date of placement of the supply order. The date on which the supplier issues the intimation call indicating readiness of the material shall be considered the date of delivery.

8. Payment Terms:

100% payment shall be released after successful inspection of material received in full and in good condition in our Central Store, Teesta-V Power station, Balutar, East Sikkim followed by successful inspection and submission of all documents. The payment shall be made through RTGS/NEFT/ ECS and the bank charges shall be borne by the supplier.

9. Registration Charges: The Commercial registration charges shall be in the scope of supplier. Which include fitness charges, token tax and goods carrier permit within the state of Sikkim. The type of number plate will be "D or E" category.

10 Other Requirements: -

Mandatory Accessories & Documents: The following shall be supplied along with the vehicle at no extra cost: One Spare Tyre Standard, Vehicle Tool Kit, Parts Catalogue. Operator / Owner's Manual

11. Paying Authority:

Dy. General Manager (Finance, In-Charge of Finance Division, Teesta-V Power Station NHPC Ltd.

12. Consignee:

In-charge of Central Store, presently Gr Senior Manager (Elect), is In-Charge of Central Store Division.

NAME & ADDRESS OF CONSIGNEE :

Gr Senior Manager(E), Central Store,

Teesta-V Power Station, Balutar,

P.O. Singtam, East Sikkim - 737134.

Mobile No.: 9816102873

13 Service Support: The OEM's authorized Service Station / Service Centre shall be available within the State of Sikkim / Siliguri (WB). Details of the service centre shall be submitted along with the bid (Verification shall be done if required).

14 Manufacturing Date: The manufacturing month and year of the vehicle shall be on and after April 2026 (Including chassis).

15. GUARANTEE/WARRANTY:

The equipment/ items shall be warranted against poor quality or workmanship of material or manufacturing defects for a minimum period of 12 months commencing upon the setting to work of item/ plant or 18 months from the date of despatch whichever is earlier. During the Warrantee period the Supplier shall repair/ replace the defected items free of cost and no conveyance or any other charges shall be paid. If any defect is not remedied within a reasonable time, the Purchaser may proceed to do the work at the Supplier's risk and expense, but without prejudice to other rights, which the Purchaser may have against the Supplier in respect of such defects.

16. PBG shall be applicable. **PBG shall be submitted in NHPC format attached (only).** Seller shall communicate the following bank details to the issuing Bank for online (SFMS) confirmation of Performance Bank Guarantee to be submitted in terms of this clause:

Name of the beneficiary:

NHPC Limited

Account No.: 00000010779994207

IFSC Code: SBIN0007515

Address of the Bank: State Bank Of India, Singtam ,

East Sikkim,

Sikkim, PIN-737134.

17. Liquidated Damages:

If the Supplier fails to deliver any or all of the Goods by the Date(s) of delivery or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as Liquidated Damages, a sum equivalent to the 0.5% of the price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the 10% of price of the delayed Goods.

18. Qualification requirement:

- (i) Manufacturers having credentials of manufacturing required capacity configuration of the equipment and having network facilities for providing product support in India are entitled to quote against the tender. Whenever as a matter of policy manufacturer does not quote directly, Authorized Dealer Distributor Sole Selling Agent is also eligible to quote on behalf of their manufacturer.

In such case the authorized dealer / distributor / sole selling agent shall have to submit relevant "Authorized Dealership/Distributorship sole selling agency certificate from the manufacturer.

The agencies submitting a general Dealership/distributorship/sole selling agency Authorization certificate issued by the Manufacturers without reference to any specific tender and having of such authorization for the considerable duration shall only be considered for determining the eligibility of the bidder for the particular dealer/bidder will not be entertained.

- (ii) Experience / Qualifying Requirements for the bidder [either manufacturer or authorized dealer / distributor / sole selling agent]

(a) A valid ISO certification manufacturer for manufacturing the specified equipment /plant shall be submitted with the bid.

b. Bidder should have supplied at least two similar equipment/ plant of same or higher capacity in previous seven years and the equipment's should have performed satisfactorily for at least one year from the date of commissioning.

(c) supply and commissioning experience of the proposed manufacturer shall also be considered for qualification of bidder on production of documentary evidence in support of the qualification.

d) In case a dealer/ distributor/ sole selling agent is participating in a tender on behalf of one manufacturer, he is not allowed to participate /quote on behalf of another manufacturer in this tender or in parallel for the same item. All such bids with same make / manufacturer will be rejected.

(iii) Financial Criteria:

(a) Turnover: The average annual financial turnover of the bidder during last three years, ending on 31st March 2025 should be at least 50% of the estimated cost (or equivalent in foreign currency at exchange rate prevalent on 31 March 2025) as per the annual report (Audited balance sheet and profit & loss account) of the relevant period, duly authenticated by a Chartered Accountant / Cost Accountant in India or equivalent in relevant countries.

(b) Working Capital: - The working capital (current asset minus current liabilities) shall be equal to at least 3 times the monthly cash flow requirement i.e estimated cost of work*3/supply period.....INR.

(c) Net worth: The net worth of the bidder firm (manufacturer or principal of authorised representative (i) should not be negative on 31st March 2025 and also (ii) if it is less than paid up equity shares capital then it should not have been eroded by more than 30% (thirty percentage) in the last three years, ending on the 31st March 2025.

(d) The bidders against whom proceedings for insolvency under the Insolvency and Bankruptcy code 2016 (as amended time to time) have been started shall not be eligible for bidding.

19. Documents to be submitted by the bidders in support of their meeting the specified QR is as under:

i) The bidder should submit authenticated copies of supply orders for the type/model/make of the offered equipment issued by various clients.

ii) The bidder should furnish the performance report from the clients, wherever applicable in support of CI.

No. 18(ii-b) above.

(iii) a. The bidder shall submit the copy of Annual Report/Standalone audited Annual Financial Statement containing balance sheet, Profit & Loss statement, cash flow statement, Auditors report thereon including all relevant schedules/annexures etc of last three years.

b. In case where audited financial result for the immediately preceding year are not available, then a statement of account as on the closing date of the immediately preceding financial year depicting the turnover duly certified by their statutory auditor/ certified public accountant carrying out the statutory audit shall be enclosed with the Application along with the copy of appointment letter of the statutory auditor.

(iv) The reference date for considering the period for eligibility /qualification requirements shall be the last day of the month previous to one in which tenders are invited.

20. PAYMENT THROUGH TReDS PLATFORM FOR MSME VENDORS:

Other than normal payment through NEFT/RTGS directly from NHPC Ltd., the MSME Vendors has an option to avail the TReDS facility. NHPC has registered itself on TReDS platform with M/s A. TReDS Limited, CIN -U74999MH2016PLC281452, Registration no.: (Account no) 1000005783, Communication address: A.TReDS Ltd, Ashar IT Park, 11th Floor, Road No: 16Z, Wagle Industrial Estate, Thane (West) – 400604. The TReDS facilitates financing of Invoices of MSMEs by way of discounting by financiers. MSMEs can upload the invoices in the system and NHPC Ltd. can accept the invoices in the system. Upon NHPC's acceptance, the Banks / NBFCs can discount the invoices and can release the payment directly to the MSMEs. In this regard, MSME Vendors can refer to RBI guidelines available on website of RBI.

21 All the offline document such as EMD, PBG & other offline supporting documents shall be sent at below mentioned address (Communication Detail for Bid Clarification):

DGM (E),

Procurement Division,

Teesta V Power Station (NHPC LTD.),

Balutar, Singtam ,East Sikkim,Sikkim-737134.

Mob. No: 8617812589

Email ID: pnc-teesta5@nhpc.nic.in

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22. INTEGRITY PACT:

To improve transparency and fairness in tendering process and/or during execution of work undertaken, the Purchaser is to implement a transparency pact. The Pre-contract Integrity Pact, signed by all the prospective Bidders and the Purchaser shall commit the persons/ officials of both the parties, not to exercise any corrupt / fraudulent / collusive / coercive practices in the tendering process and also during implementation of the contract. Only those Bidders who have entered into Integrity Pact with the Purchaser shall be eligible to participate in the bidding process. Entering into Integrity Pact as per Performa (Annexure-II) provided in the tender is a basic qualifying requirement. Pre-contract Integrity Pact is to be executed on plain paper with NHPC Ltd. at the time of submission of Bids. The successful bidder (Contractor) shall submit duly executed Integrity Pact on Non-Judicial Stamp Paper of appropriate value prior to issue of Supply Order. To oversee the compliance under the Integrity pact,

Sh. Prabhash Singh, ITS (retd.) and Sh. Upendra Malik have been appointed as Independent External Monitor (IEM) by the Purchaser. The Contact Address of IEM is as under: -

Sh. Prabhash Singh, ITS (retired.) E7 M702, House Board Colony, Arera Colony, Bhopal, Madhya Pradesh-462016 Email: srgmhrbpl@gmail.com	Sh. Upendra Malik B-108, NSG Society, Plot-2, Pocket-6, Builders Area, Greater Noida-201315 (UP) e-mail: Upendra.malik@gmail.com
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23. Successful bidder should sign the Integrity Pact on Non-Judicial Stamp Paper of appropriate value in prescribed format provided in the bid **within 28 days from the date of issue of the supply order failing which payment shall not be released.** (Applicable for awarded value above 7 Lakh)

24. As per statutory requirement Bidders registered under Composite GST Scheme is not allowed to participate in Interstate transactions. Bidder must submit GST registration certificate along with the bid document.

25 Professional Tax Clearance Certificate will be required in case the bidder is registered in Sikkim State.

26. In case of Proprietorship Supplier, Aadhar Card along with PAN Card of the Proprietor is required to be submitted.

27. In case of any ambiguity between General Terms & Conditions of GeM portal and at Buyer Specific ATC, Buyer Specific ATC shall prevail.

28. NHPC reserves the right to reject the tenders and shall not be bound to assign any reason for such rejection.

29. Bidders must also comply with the additional documents uploaded at Buyer Added Bid Specific ATC (Buyer Added Bid Specific Terms and Conditions clause)

30. NHPC reserves the right to reject the tenders and shall not be bound to assign any reason for such rejection.

31. Court of Competent Jurisdiction: Any action taken or proceedings initiated on any of the terms of this Agreement shall be only in the court of competent jurisdiction under the High Court of Sikkim at Gangtok.

7. 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---