

बिड दस्तावेज़ / Bid Document

बिड विवरण / Bid Details	
बिड बंद होने की तारीख/समय / Bid End Date/Time	23-03-2026 15:00:00
बिड खुलने की तारीख/समय / Bid Opening Date/Time	23-03-2026 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	Leakage Current Meter / Analyser for Surge Arrester (Q2)
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
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों 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	2
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	7

बिड विवरण/Bid Details	
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

आवश्यकता/Required	No
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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).	24

(a). 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 :

CEO/NUPPL
NEYVELI UTTAR PRADESH POWER LTD. (NUPPL) (A JOINT VENTURE OF NLC INDIA LTD. & UP RAJYA VIDYUT UTPADAN NIGAM LTD.) Ghatampur Thermal Power Project Site Office Lahurimau-Kasimpur village, Ghatampur Tehsil, Samuhi P.O.-209206, Kanpur Nagar Distt., Uttar Pradesh
(Ceo/nuppl)

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

Limited Tender

Limited 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	***** , *****

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. 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.

Leakage Current Meter / Analyser For Surge Arrester (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

* जेम कैटेगरी विशिष्टि के अनुसार / As per GeM Category Specification

विवरण/Specification	विशिष्टि का नाम /Specification Name	बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values)
Generic	On-line Leakage Current Monitor complying to	B2 Method of IEC 60099-5 Edition-1.1
Technical Specifications	Memory	Storage capacity of 1000 results, Storage capacity of 500 results, Storage capacity of 2000 results
	Resolution	1 µA, 0.1 µA
	Field Probe Current Range	10 µA to 1 mA, 0 to 2 mA
	Accuracy	Value +/- 5% +/- 1 µA, Value +/- 1%
	Mains Supply	100-270V AC, 50 / 60Hz +/- 10%, 1 Phase, 88 to 264 VAC, 47 to 63 Hz, Single Phase

विवरण/Specification	विशिष्टि का नाम /Specification Name	बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values)
	Total Leakage Current Range	1 μ A to 20 mA, 0 to 20 mA
	PC Connectivity	Through USB Port
	Internal Battery - Main Unit	11.1 V / 2200mAh Internal Rechargeable battery, 7.4V / 1150mAh, Internal rechargeable battery, 9.6V / 2600 mAh, Internal rechargeable battery, 11.1 V / 6600 mAh Rechargeable Battery
	Display	4 line x 20 character large backlit LCD with large font
	Resistive Leakage Current Range	1 μ A to 20 mA, 0 to 20 mA
	Wireless Clamp on CT and Field Probe	Yes
	Temperature Sensor	Inbuilt Platinum Resistance Thermometer with measurement range of -20 deg C to 55 deg C, Inbuilt Platinum Resistance Thermometer with measurement range of -20 deg C to 60 deg C
	Internal Battery - Field Probe Unit	11.1 V / 1150 mAh Rechargeable Battery, NA, 7.4 V / 1100 mAh Rechargeable Battery
	Internal Battery - CT Unit	11.1 V / 1150 mAh Rechargeable Battery, 7.4 V / 1100 mAh Rechargeable Battery, NA
	Compensation	Automatic for System Harmonics, Temperature & System Voltage
Additional Information	Accessories	Specially designed low noise, Clamp-on CT, Field probe with coaxial cable to compensate for harmonics in system voltage, Current probe with cables and built in temperature sensor, Telescope rod of fiber glass for mounting the field probe at the base of the LA, Transport case for housing all the accessories and transportation, Earthing wire for the main instrument, THERMAL PAPER ROLL (10 no.), Field probe mounting bracket for installation, Test Lead Set, suitable for testing EHV class Surge Arresters, External instrument battery charger, SAData PC Downloading & Analysis Software on CD, Data cable (USB and RJ 45) for connection of the kit to a PC, Large size low noise Clamp on CT, Field PT Accessories for measurement with Voltage Peak Method, Power Cable, Wired Clamp on CT and Field Probe (No Wireless), Calibration Probe
Warranty/Service	Warranty	1, 2, 3 Or higher (year)

Additional Specification Parameters - Leakage Current Meter / Analyser For Surge Arrester (1 pieces)

Specification Parameter Name	Bid Requirement (Allowed Values)
Function of the Kit	Portable, rechargeable Battery-operated online LCM Kit with all accessories for monitoring of Live Metal Oxide LAs by measuring total leakage & 3rd order Harmonic Resistive Current, store data at field, download & evaluate data using dedicated software.
Applicable Testing/Safety EMI/EMC Standards	Testing std: Method B2 of IEC 60099-5, Voltage Peak Method as per the IEC 60099-5-A1 for GIS Low Voltage directive: 2014/35/EU, EN 61010-1:2010 (3rd Ed.) EMC Directive: 2014/30/EU, EN61326-1:2013
Database Requirements for Kit/Data evaluation system using dedicated software package	Kit Requirement: Builtin memory to identify arrester (Serial no., location, make,etc.), automatic storage, real-time clock (optional). Software: store, download recorded results. Arrester history in tabular/graphical form, evaluating groups of LAs.
Repeatability & Operating conditions	It should offer repeatability of test results in charged 132kV, 400kV and 765kV GIS and AIS Switchyard. Kit shall operate from 0 to 50C or above. Relative humidity not condensing up to 90%.
General Kit Requirement and accessories	All probes & leads screened to nullify effect of interference in Live switchyard upto 765kV. Suitable for LA test in Live switchyard condition without shutdown. Interface to connect with desktop software. Self calibration check to verify the results.

* Bidders offering must also comply with the additional specification parameters mentioned above.

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	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	90

क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें/Buyer Added Bid Specific Terms and Conditions

1. Generic

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity up to 25% of the contracted quantity during the currency of the contract at the contracted rates. The delivery period of quantity shall commence from the last date of original delivery order and in cases where option clause is exercised during the extended delivery period the additional time shall commence from the last date of extended delivery period. The additional delivery time shall be $(\text{Increased quantity} \div \text{Original quantity}) \times \text{Original delivery period (in days)}$, subject to minimum of 30 days. If the original delivery period is less than 30 days, the additional time equals the original delivery period. The Purchaser may extend this calculated delivery duration up to the original delivery period while exercising the option clause. Bidders must comply with these terms.

2. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

Bid Specific Additional Terms & Conditions

This GeM bid is floated on Limited Tender Enquiry (LTE) mode to the Approved Bidders only. Bids submitted by approved firms will only be considered for evaluation.

1. **Delivery Address:** F O R at NUPPL Stores/GTPP to address location:
M/s NEYVELI UTTAR PRADESH POWER LTD. (NUPPL)
(A JOINT VENTURE OF NLC INDIA LTD. & UP RAJYA VIDYUT UTPADAN NIGAM LTD.)
Ghatampur Thermal Power Project Site Office
Lahurimau-Kasimpur village, Ghatampur Tehsil,
Samuhi P.O.-209206, Kanpur Nagar Distt., Uttar Pradesh
GST No- 09AAECN3221F1ZS
2. **Quoted Price:** The quoted price shall be firm and inclusive of all overhead charges. Packing and forwarding, Transportation, transit insurance if any, etc. is responsibility of the bidder and cost for the same, if any, shall be borne by the bidder.
3. **Delivery Period:** Delivery period shall be 90 Days from the Date of issue of Purchase Order.
4. **Inspection Clause:** The Inspection shall be carried out at GTPP, NUPPL.
5. **Commissioning and handing over of the Instrument:**
 - 5.1 The successful bidder will have to commission the instrument to the satisfaction of NUPPL in 765kV Switchyard of GTPP.
 - 5.2 In case of failure of the supplied instrument during demonstration at site, the instrument will be rejected, and no repairs shall be acceptable.
 - 5.3 The successful commissioning of the instrument shall be done at no extra cost to NUPPL.
6. **Training:** Supplier shall have to ensure kit is made user friendly for all the LAs available in GTPP, NUPPL. The supplier shall have to arrange necessary training for NUPPL executives, at no extra cost to NUPPL.
7. **OEM Warranty:** All the kit & its accessories including data evaluation station and overall performance shall be guaranteed for 12 months from the date of successful commissioning at site or 18 months from the date of receipt of material at NUPPL Site/Stores, whichever is earlier.
All the materials, including accessories, cables, laptop, etc. are to be covered under guarantee period. If the kit needs to be shifted to supplier's works for repairs within guarantee period, supplier will have to bear the cost of repairs, spares and transportation of kit for repair at service centre/works.
8. **Payment Terms:** 100% Payment will be made after successful commissioning of test kit at NUPPL site.
9. **LD Clause:** LD clause shall be applicable as per GeM Terms and Conditions.
10. Documents to be submitted along with the offer:
 - i. The detailed technical pamphlets/parameters/specifications shall be furnished along with the offer for technical evaluation of the bid.
11. **Instruction Manual & Test Certificates:**
 - i. Operation and Maintenance Instruction manual shall be supplied along with the LCM kit.
 - ii. One set of manufacturer's test certificates for the equipment offered shall be furnished along with the supply.
 - iii. One set of Valid Calibration certificate from OEM or NABL accredited laboratory shall be furnished along with the supply.

12. Calibration Certificate:

Valid calibration certificate from OEM or NABL accredited laboratory shall be furnished at free of cost.

The Test Kit shall be duly calibrated before supply and the date of calibration shall not be older than two months from the date of supply of test kit.

13. For LCM Kit, only wireless type Clamp-on CT and field probe is required.

14. The tendered items are critical in nature, and only offers from approved vendors for this tender will be considered for evaluation.

15. Supplied items must be freshly manufactured.

16. Supplier must not supply any Repaired/Refurnished items.

17. NUPPL decision on the interpretation of any terms and conditions set forth in the purchase order shall be final and binding on the supplier.

18. Bidder shall submit signed copy of Bid Document as a token of acceptance.

19. Bidder shall submit signed and stamped copies of following mandatory tender technical documents along with their offer:

a. Technical specification Sheet

b. Technical deviations, in given form as per the format enclosed under buyer uploaded **ATC document page No. 3** (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.

20. 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 Bidders shall submit the declaration on Firm's Letter Head as per the format enclosed under buyer uploaded **ATC document page no.1**.

21. Local content certificate to be uploaded with the bid as per the format enclosed under **buyer uploaded ATC document page no.2**.

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 upto 10% of the contract value may be imposed.

However, contract once awarded shall not be terminated on this account.

22. **Price Favourableness Clause:** It should be certified by the bidder that the prices quoted therein are not less favourable than the rates governed by the rate contract if any executed by you (or) those would quote and charge to other Government departments

and other Government Undertakings and that the benefit of Lower rates if any granted to them or anybody else during the currency of the order if placed on you will be extended to this Corporation (NUPPL) as well.

23. Checklist to be uploaded with the bid as per the format enclosed under **Buyer Added Bid Specific ATC (Page No. 4)**.
24. Supplier's original GST invoice, including material description, quantity, unit price, total amount and value being claimed shall be sent along with material.

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25. **NOTE (Regarding MSE Purchase Preference): - The following supporting document(s) for the proof of manufacturing the offered product (Primary Product in case of bunch bid with total value wise evaluation) have to be submitted by the MSE bidders for claiming MSE Purchase Preference: -**

- a. Udyam Registration Certificate registered with the Relevant category NIC code as per National Industrial Classification (All Economic Activities), 2008 with NIC code: - **27104, 26519 & 27900.**

AND

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

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 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 LIMITE

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.

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---