

बिड दस्तावेज़ / Bid Document

बिड विवरण / Bid Details	
बिड बंद होने की तारीख/समय / Bid End Date/Time	29-08-2025 11:00:00
बिड खुलने की तारीख/समय / Bid Opening Date/Time	29-08-2025 11:30:00
बिड पेशकश वैधता (बंद होने की तारीख से) / Bid Offer Validity (From End Date)	120 (Days)
मंत्रालय/राज्य का नाम / Ministry/State Name	Pmo
विभाग का नाम / Department Name	Department Of Atomic Energy
संगठन का नाम / Organisation Name	Nuclear Power Corporation Of India Limited
कार्यालय का नाम / Office Name	Tamilnadu
कुल मात्रा / Total Quantity	50
वस्तु श्रेणी / Item Category	Designing Software (V2) (Q2)
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / MSE Exemption for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Exemption for Years of Experience and Turnover	No
विक्रेता से मांगे गए दस्तावेज़ / Document required from seller	Certificate (Requested in ATC) *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 बढ़ाने के लिए आवश्यक न्यूनतम सहभागी विक्रेताओं 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

बिड विवरण/Bid Details	
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	Yes
रिवर्स नीलामी योग्यता नियम/RA Qualification Rule	H1-Highest Priced Bid Elimination
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	7 Days
निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईएमडी राशि/EMD Amount	618320

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).	40

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित कैटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने हैं। एमएसई कैटेगरी 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 :

Site Director
Kudankulam Nuclear Power Project, Kudankulam PO, Radhapuram Taluk, Tirunelveli District - 627106.
(Nuclear Power Corporation Of India Limited)

विभाजन/Splitting

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

एमआईआई खरीद वरीयता/MII Purchase Preference

एमआईआई खरीद वरीयता/MII Purchase Preference	No
--	----

एमआईआई के लिए सक्षम प्राधिकारी का विवरण:/Details of the Competent Authority for MII

सक्षम प्राधिकारी का नाम/Name of Competent Authority	PMO
सक्षम प्राधिकारी का पदनाम/Designation of Competent Authority	PMO
सक्षम प्राधिकारी का कार्यालय/विभाग/प्रभाग/Office / Department / Division of Competent Authority	DAE, NPCIL
सीए अनुमोदन संख्या/CA Approval Number	PMO vide ID Note no-5514937/PMO/2022-FS dated 29.07.2022.
सक्षम प्राधिकारी अनुमोदन तिथि/Competent Authority Approval Date	22-08-2022
सक्षम प्राधिकारी द्वारा प्रदान की गई स्वीकृति का संक्षिप्त विवरण/Brief Description of the Approval Granted by Competent Authority	PMO vide ID Note no-5514937/PMO/2022-FS dated 29.07.2022 and intimated by DAE vide letter no. 407/1/2021-Power/Vol.II/10436 dated 08.08.2022 and ED CMM circular ref NPCIL/EDCMM/1/2022/M/85 dated 22.08.2022.

Competent Authority Approval for not opting Make In India Preference : [View Document](#)

एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
---	-----

1. Purchase preference will be given to MSEs having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service and Buyer will decide eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 100% (selected by Buyer) percentage of total quantity. The buyers are advised to refer the OM No. F.1/4/2021-PPD dated 18.05.2023 [OM_No.1_4_2021_PPD_dated_18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

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

based on competitive prices received in Bid / RA process.

3. Reverse Auction would be conducted amongst all the technically qualified bidders except the Highest quoting bidder. The technically qualified Highest Quoting bidder will not be allowed to participate in RA. However, H-1 will also be allowed to participate in RA in following cases:

- i. If number of technically qualified bidders are only 2 or 3.
- ii. If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.
- iii. In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
- iv. If L-1 is non-MSE and H-1 is eligible MSE and H-1 price is coming within price band of 15% of Non-MSE L-1
- v. If L-1 is non-MII and H-1 is eligible MII and H-1 price is coming within price band of 20% of Non-MII L-1

एक्सेल में अपलोड किए जाने की आवश्यकता /Excel Upload Required :

GST AND HSN DETAILS - [1754907340.xlsx](#)

Designing Software (V2) (50 pieces)

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)
BASIC INFORMATION	Modules of Designing Software offered in the scope of supply	Architecture Design, Mechanical Design, Structure Design, Infrastructure Design, Electrical Design, General Design
	Type of Edition of the offered product	Commerical Edition
SCOPE OF LICENCE	Types of Licence	Subscription
	OEM Licensing policy	Per Server
	Number of licensing included in the offered product as per OEM defined licensing policy	1.0 - 100.0 Or higher
	Licence Delivery Mode	Electronic Licence
	Platform type	Server based
	Scope of Installation	Installation, Configuration, User Acceptance Testing of offered product
	The offered product have support from OEM for	Unlimited updation for Patches and Bug fixes within maintenance & support period, Unlimited upgradation of version within support period
	Number of Years for OEM support for updation (Patches and Bug fixes) is included in the scope of supply (Hint :- Select '0' if not applicable)	3.0 - 5.0 Or higher
	Number of Years for OEM support for Upgradation of version is included in the scope of supply (Hint :- Select '0' if not applicable)	3.0 - 5.0 Or higher

विवरण/Specification	विशिष्टि का नाम /Specification Name	बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values)
	Training Options	Training Material
	No of days Training Provided (Hint :- Select '0' if not applicable)	0.0 - 10.0 Or higher
ARCHITECTURE DESIGN	Architecture Design Features	Parametric Modeling, Building Layout & Design, Site Layout, MasterPlanning, Walk-Through Animation
MECHANICAL DESIGN	Mechanical Design Features	Advance surfacing, Direct Modeling, Mesh CAD Models, Weldments, Mechanical concept and layout design, Heating Ventilation and Air Conditioning (HVAC), MEP Fabrication, Plumbing System Design
STRUCTURE DESIGN	Structure Design Features	Structural Detailing
INFRASTRUCTURE DESIGN	Infrastructure Design Features 1	Point Cloud Data Processing, Site Development, Site Planning & Layout
	Infrastructure Design Features 2	Master Planning
ELECTRICAL DESIGN	Electrical Design Features	Electrical cable and Conduit design, Panel Design, Electrical Fabrication
ELECTRONIC DESIGN	Electronic Design Features 1	NA
	Electronic Design Features 2	NA
	Electronic Design Features 3	NA
	EM simulation method used	NA
	Number of Core for EM Multi -thread supported by the offered product	NA
COMMON PARAMETERS	Common parameters features 1	2D System Analysis, Cloud Collaboration, Generic Design
	Common parameters features 2	Conceptual design, Structural Detailing
	Basic information modeling supported by the offered product	2 D, 3 D
GENERAL DESIGN	General Design Features 1	2D Drawing, 3D Modeling, Rendering, Bill of Materials
	General Design Features 2	Annotations, Dimensions, Wireframes, Other Documentation Features, Computational Modeling
	General Design Features 3	Mouse Gesture, Dimension Palette, Dynamic Print Preview, Licence Management

Additional Specification Parameters - Designing Software (V2) (50 pieces)

Specification Parameter Name	Bid Requirement (Allowed Values)
Deployment of above solution	On-Premise solution only. Cloud based solution is not acceptable.

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

प्रेषिती/रिपोर्टिंग अधिकारी तथा मात्रा/Consignees/Reporting Officer and Quantity

क्र.सं./S.No.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Kathiravan Selvaraj	627106,KKNPP, NPCIL, KUDANKULAM, RADHAPURAM TALUK, TIRUNELVELI DIST, TAMILNADU	50	60

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 (Increased quantity ÷ Original quantity) × 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

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

3. Generic**Clause towards Civil Liability for Nuclear Damages: (CLND Act 2010 and Rule 2011)**

In line with the CLND act section 17(a) and Rule 24 under Civil Liability for Nuclear Damage Rules, 2011: The liability of the seller shall be to the extent of the value of the goods supplied or equivalent to the buyer's liability whichever is lesser

And

The duration of Seller's liability shall be limited to duration of initial license issued by AERB or the product liability period, whichever is longer.

4. Generic

Data Sheet of the product(s) offered in the bid, are to be uploaded along with the bid documents. Buyers can match and verify the Data Sheet with the product specifications offered. In case of any unexplained mismatch of technical parameters, the bid is liable for rejection.

5. **Generic**

Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.

6. **Generic**

1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.

7. **Generic**

Without prejudice to Buyer's right to price adjustment by way of discount or any other right or remedy available to Buyer, Buyer may terminate the Contract or any part thereof by a written notice to the Seller, if:

- i) The Seller fails to comply with any material term of the Contract.
- ii) The Seller informs Buyer of its inability to deliver the Material(s) or any part thereof within the stipulated Delivery Period or such inability otherwise becomes apparent.
- iii) The Seller fails to deliver the Material(s) or any part thereof within the stipulated Delivery Period and/or to replace/rectify any rejected or defective Material(s) promptly.
- iv) The Seller becomes bankrupt or goes into liquidation.
- v) The Seller makes a general assignment for the benefit of creditors.
- vi) A receiver is appointed for any substantial property owned by the Seller.
- vii) The Seller has misrepresented to Buyer, acting on which misrepresentation Buyer has placed the Purchase Order on the Seller.

8. **Generic**

While generating invoice in GeM portal, the seller must upload scanned copy of GST invoice and the screenshot of GST portal confirming payment of GST.

9. **Scope of Supply**

Scope of supply (Bid price to include all cost components) : Supply Installation Testing and Commissioning of Goods

10. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

1. Pre-Qualification Criteria:

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

2. Malicious Code Certificate:

The bidder/seller should upload following certificate in the bid:

(a) This is to certify that the Hardware and the Software being offered, as part of the contract, does not contain Embedded Malicious code that would activate procedures to :- (i) Inhibit the desires and designed function of the equipment. (ii) Cause physical damage to the user or equipment during the exploitation. (iii) Tap information resident or transient in the equipment/network.

(b) The firm will be considered to be in breach of the procurement contract, in case physical damage, loss of information or infringements related to copyright and Intellectual Property Right (IPRs) are caused due to activation of any such malicious code in embedded software.

3. Additional Specification Parameters, if any:

Additional Specification Parameters as stipulated in the Bid Document must be complied by the Bidder/Seller and supply may be made accordingly otherwise material will be liable for rejection.

4. Clarifications/documents submitted by the bidder:

Documents not submitted along with the bid and clarifications sought during the evaluation stage, but being submitted during representation shall not be considered, for evaluation.

5. Documents related to Payment (Additional Doc-1):

The seller shall submit Original invoice clearly marked for 'Bill to' and 'Shipped to', Annexure-F (copy enclosed), Seller's Bank details, E-invoice if applicable to seller based on his turnover, Test certificate (if applicable) etc to the Paying Authority directly, immediately after dispatching material to the Consignee. As payment is to be released in a time bound manner, non-receipt of these document in time may lead to rejection of supplies."

6. MSE Benefits:

Purchase preference will be given to MSEs 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. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. Relevant documentary evidence in this regard shall be uploaded along with the bid. If L-1 is not an MSE and MSE Seller(s) has/have quoted price within L-1+15% of margin of purchase preference/price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for 100% of total QUANTITY. Benefits of Public Procurement Policy shall be given to all eligible MSEs as stated under Point no.3 of FAQ dt.25/03/2022, irrespective of product categories and the category they are registered under viz. Manufacturing or Service.

7. Details of HSN Code & GST:

Bidders may note GeM GTC clause: 3A(xvii) and do not attach any document indicating the price in the technical bid. Only the HSN code and GST percentage of the item(s) are to be indicated in the excel upload

8. TReDs:

MSME Ministry, Govt vide notification dtd 02.11.2018 has mandated all CPSE to get on boarded on the TReDS.

As per the above directives of MSME Ministry, NPCIL is already registered with RXIL.

TReDS is an electronic platform for facilitating the financing / discounting of trade receivables of Micro, Small and Medium Enterprises (MSMEs) through multiple financiers. These receivables can be due from corporates and other buyers, including Government Departments and Public Sector Undertakings (PSUs).

Both Buyer and the Seller must be registered on the TReDS platform for financing / factoring of trade receivables of the MSME Seller. Currently, there are four RBI-approved platforms: Receivables Exchange of India Ltd. (RXIL), A Treds Ltd. (Invoicemart), C2treds and Mynd Solutions Pvt. Ltd. (M1xchange).

NPCIL also encourages its seller to register on RXIL trades Platform.

In view of the above, you are requested to register on RXIL trades Platform at the earliest.

For registration process, bill discounting & other complete details/FAQs and correctness of above information including current interest rates, terms & condition etc., seller may visit the <https://www.rxil.in>

9. Warranty:

Warranty period of the supplied products shall be 3 years from the date of final acceptance of goods or after completion of installation, commissioning & testing of goods (if included in the scope of supply), at consignee location. Warranty certificates must be submitted by Successful Bidder at the time of delivery of Goods. The seller should guarantee the rectification of goods in case of any breakdown during the guarantee period. Seller should have well established Installation, Commissioning, Training, Troubleshooting and Maintenance Service group in INDIA for attending the after sales service.

10. Beneficiary details:

Beneficiary Name: Site Director – NPCIL,

KKNPP Nuclear Power Corporation of India Limited - Kudankulam Nuclear Power Project

IFSC Code: SBIN0004387

Bank Name: State Bank of India

Branch address: Anuvijay Township

11. EMD payment:

a) Bidders can submit EMD in any mode indicated in GeM GTC.

b) Sellers may visit SBI Collect website and follow below path: PSU - Public Sector Undertaking --> NPCIL Kudankulam Tenders --> Payment Category --> EMD Payment.

12. Performance security Bond:

a) In case of award of contract, successful bidder shall furnish Performance Security for 5% of the Contract value in any mode indicated in GeM GTC within 15 days of placement of contract for the duration of 40 months inclusive of 2 months claim period.

b) For payment through SBI Collect, sellers may visit SBI Collect website and follow below path:

PSU - Public Sector Undertaking --> NPCIL Kudankulam Tenders --> Payment Category --> Performance Security Payment.

Following details may be provided (along with the offer) for proper accounting and release of EMD/Performance security to the bidder as per GeM GTC.

i. GEM bid no: /GEM purchase order no:

ii. Name of the bidder:

iii. Bank and branch name

iv. Account no:

v. IFSC code of bank branch

vi. UTR no:

vii. Amount remitted in Rs:

viii. Copy of Cancelled cheque

For payments through bank guarantees/ Bankers' cheque/ Demand draft/Fixed deposit/Insurance surety bonds, Original Hard copy of EMD / PBG documents shall be sent to the following address within 5 working days from the date of bid opening / 15 days from the date of the purchase order respectively.

Head (C&MM)

Contracts & Materials Management Group

Nuclear Power Corporation of India Limited (NPCIL)

Kudankulam Nuclear Power Project,

Kudankulam PO,

Radhapuram Taluk,

Tirunelveli Dist - 627106 Tamil Nadu

13. NeSL:

For e-BG submission through NeSL portal, the following details shall be utilized:

Beneficiary PAN: AAACN3154F

Beneficiary NAME: Nuclear Power Corporation of India Limited

Date of Incorporation: 03/09/1987

Beneficiary Email ID: buyer2.npcil.klpakkm@gembuyer.in

Contact number: 0463728-2358

Legal Constitution of the party : Company

Registered office address: 16th Floor, World Trade Centre-1, Cuffe Parade, Colaba, Mumbai

Registered office address Pin code: 400005

Communication address*: Nuclear Power Corporation of India Limited (NPCIL)

Kudankulam Nuclear Power Project,

Kudankulam PO, Radhapuram Taluk,

Tirunelveli Dist - 627106 Tamil Nadu

Communication address Pin code: 627106

14. Delivery Instructions:

In case of award of contract, Supplier shall note below instructions regarding Delivery of the Items & Submission of invoice:

- a) Please instruct the transporter / delivery person to handover the GST Invoice without fail to the consignee.
- b) The contractor shall ensure that the ordered items reaches our plant site for delivery from 10:00 Hrs to 15:00 Hrs on any Working day. In case of any delay beyond the stipulated time, Vehicle will be detained at Main Gate of our Company and delivery will be taken only on the next working day.
- c) As per GeM terms & conditions, Seller/ Contractor shall send proper GST invoice as per the requirement of GST rules along with goods to the buyer/consignee without fail. Unless, the GST invoice is received from the seller along with the goods, the payment shall not be processed.
- d) GST Invoice to be sent along with the goods has to be sent in a separate envelope and the same GST Invoice has to be shown at our company's gate for entry purpose, hence don't put the Envelope containing GST Invoice inside the goods boxes / carton boxes. Along with the GST Invoice following details to be provided by the Seller / Contractor for processing the payments.

Name of the Seller:

Name of the bank:

Account Number:

IFSC Code no. (11 digits):

- e) The Seller shall submit Original invoice clearly marked for "Bill to" and "Shipped to", Annexure -F (copy enclosed), Seller's bank details, E-Invoice if applicable to seller based on his turnover, Test certificate (if applicable) etc to the Paying Authority directly, immediately after despatching material to the Consignee. As payment is to be released in a time bound manner, non-receipt of these documents in time may lead to rejection of supplies.

.

11. Buyer Added Bid Specific ATC

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

अस्वीकरण/Disclaimer

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

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

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

All GeM Sellers / Service Providers are mandated to ensure compliance with all the applicable laws / acts / rules including but not limited to all Labour Laws such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972 etc. Any non-compliance will be treated as breach of contract and Buyer may take suitable actions as per GeM Contract.

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

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला

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

---धन्यवाद/Thank You---