





बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details			
बिड बंद होने की तारीख/समय /Bid End Date/Time	06-12-2025 14:00:00		
बिड खुलने की तारीख/समय /Bid Opening Date/Time	06-12-2025 14:30:00		
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	Ntpc Limited		
कार्यालय का नाम/Office Name	Ussc Cpg2 Raipur		
कुल मात्रा/Total Quantity	710		
वस्तु श्रेणी /Item Category	100258071-CYL, GAS: HYDROGEN, STL, 7M3, 150KG/CM2 , DBL CYLINDER TROLLEY		
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	DBL CYLINDER TROLLEY		
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Cylinder heads, Instrument Trolley for Hospitals (V2), Cylinder Liner, Watermist and Caf Fire Extinguisher High Pressure Trolley Mounted (V3), Cylinder Stand, Instrument Trolley, Medicine Trolley, Laboratory Graduated Cylinders as per IS 878, Dressing Trolley, Gasket Cylinder Head		
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	Refillable Seamless Steel Gas Cylinders		
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),Additional Doc 1 (Requested in ATC),Compliance of BoQ specification and supporting document *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer		

बिड विवरण/Bid Details			
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	3		
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	3		
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	2		
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No		
बिड का प्रकार/Type of Bid	Two Packet Bid		
प्राथमिक उत्पाद श्रेणी/Primary product category	100258071-CYL, GAS: HYDROGEN, STL, 7M3, 150KG/CM2		
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 Days		
निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No		
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation		
मध्यस्थता खंड/Arbitration Clause	No		
सुलह खंड/Mediation Clause	No		

ईएमडी विवरण/EMD Detail

एडवाईजरी बैंक/Advisory Bank	ICICI
ईएमडी राशि/EMD Amount	100000

ईपीबीजी विवरण /ePBG Detail

भाराश्यकता/Required	No
। आवश्यकता/Requirea	NO

(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 securityshould be in favour of Beneficiary, wherever it is applicable.

लाभार्थी /Beneficiary :

NTPC Limited

NTPC Ltd 9th Floor, Tower-C Commercial Complex, Plot No. C-03 Central Business District (CBD) Sector-21, Atal Nagar Naya Raipur, Chhattisgarh – 492018 (Ntpc 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

एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
स्क्ष्म 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
स्क्ष्म और लघु उद्यम को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MSE purchase preference	100

- 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 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.
- 3. 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.

100258071-CYL, GAS: HYDROGEN, STL, 7M3, 150KG/CM2 (700 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	Prahalad	813214,GSTIN: 10AAACN0255D2ZC NTPC Stores Kahalgaon Super Thermal Power Project P.O. KAHALGAON STP BHAGALPUR 813214	700	60

DBL CYLINDER TROLLEY (10 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	Prahalad	813214,GSTIN: 10AAACN0255D2ZC NTPC Stores Kahalgaon Super Thermal Power Project P.O. KAHALGAON STP BHAGALPUR 813214	10	60

क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तै/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 \div Original quantity) \times Original delivery period (in days), subject to minimum of 30 days. If the original delivery period is less than 30 days, the additional time equals the original delivery period. The Purchaser may extend this calculated delivery duration up to the original delivery period while exercising the option clause. Bidders must comply with these terms.

2. Scope of Supply

Scope of supply (Bid price to include all cost components): Only supply of Goods

3. Certificates

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

4. 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.

5. 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 %.

6. Generic

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

7. Buyer Added Bid Specific ATC

- **A) 1. Evaluation Criteria:** Bids shall be evaluated on Total Value Wise (Overal L-1 basis) with following conditions:
- a. In case bidder does not quote for any of the item of the bid, bidder's bid shall be rejected.
- b. If any offered item got technically rejected during the technical evaluation, the whole bid of that bidder shall be rejected.
- 2. In case of Total Value Wise Evaluation, for availing MSE benefits for purchase preference, bidder shall confirm along with documentary evidence that they are manufacturer of the **Gas Cylinders**.

B) NIL DEVIATION STATEMENT:

"The sellers who participate in current Tender are deemed to have full y accepted all Terms & Conditions, Technical Specifications, Data Shee ts, Drawings, Quality Plans, Buyer Added Bid Specific Terms and Conditions given in Bidding Documents, read in conjunction with Amendment(s)/ Clarification(s)/ Addenda/ Errata (if any) issued by the Buyer prior to opening of Techno-Commercial Bids, and the same are supposed to have been taken into consideration while making their Techno-Commercial Bid & Price Bid. Further it is construed that no deviation has been taken by the seller in this regard.

In case any documents/ details/ catalogues are found to have been sub mitted by the bidder along with its bid, which is in contravention to bu yer's bidding documents, those will not be taken into cognizance and will stand automatically withdrawn."

C) Instruction for submission of Bank Guarantees (BGs):

"The format of the Bank Guarantee shall be in accordance with the for m of Bank Guarantee towards <u>Bid Security/EMD</u> as attached <u>under Buy</u> er Uploaded ATC Document only.

Any bid not accompanied by an acceptable bid security in a separate sealed envelope shall be rejected by the Employer as being non-responsive."

Bidder shall be required to submit the original BG in physical form to reach NTPC not later than 10 days from the date of submission of techno-commercial bids or before the price bid opening, whichever is earlier, failing which its bid shall be rejected and not considered for further evaluation.

BG shall be compulsorily in the name of NTPC Limited as Beneficiary and to be confirmed through the SFMS mode only.

1. Bank Guarantee (BG) towards EMD/Bid Security: Please submit the Bank Guarantee (BG) towards EMD/Bid Security at below mentioned address:

NTPC Ltd

9th Floor, Tower-C

Commercial Complex, Plot No. C-03

Central Business District (CBD)

Sector-21, Atal Nagar

Naya Raipur, Chhattisgarh - 492018

Note: EMD shall be accepted in the form of Bank Guarantee (BG) only. The EMD BG should be valid for 45 days beyond the Bid Offer Validity Period as specified in the Tender/Bid Document.

2. Confirmation of BGs (including Bid Security) through Structured Financial Mes saging System (SFMS)/SWIFT:

While issuing the physical BGs, the Bidder's Bank shall also send electronic mes sage through secure SFMS (in case of BGs issued from within India) or SWIFT (in case of BGs issued from outside India) to Employer's Beneficiary Bank whose de tails are provided herein below:

(i) Bank Name: ICICI Bank Limited

(ii) Branch: CONNAUGHT PLACE BRANCH

(iii) Bank Address: 9A, PHELPS BUILDING, INNER CIRCLE, NEW DELHI- 110001

(iv) IFSC Code: ICIC0000007

BG issuing/amending bank must send the BG advice in the form of message for mat via SFMS (Structured Financial Messaging System) as provided by RBI. The format of the message for confirmation of the BG shall be as below:

BG advising message: IFN 760COV/ IFN 767COV via SFMS

Field Number: Particulars (to be mentioned in Row 1)

7037: NTPCBG (unique identifier)

- 3. The BG should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the State(s) where the BG is submitted or i s to be acted upon or the rate prevailing in the State where the BG is executed, whichever is higher.
- 4. The date, purpose of purchase and name of the purchaser should be indicate d on the stamp paper. The stamp papers (other than e-stamp paper) should be duly signed by the stamp vendor. The date of sale of the non-judicial stamp paper, as indicated on the stamp paper should be of any date on or before the date of execution of the BG. The name of the Purchaser of stamp paper may either be the executing Bank or the party on whose behalf the BG is issued.

In certain States, the Rules permit levy of stamp duty by the process of franking under signature of empowered officer. Such BG may also be accepted as duly st amped.

D) In case MSE Benefit/ Purchase Preferences [for MSE and/or Class-I local supplier] is applicable as per the provisions specified in the Bidding documents and if during evaluation of Bids, Negotiation is required to be conducted - the Negotiat ion shall be carried out with L1 Bidder.

Further, eligible MSE and/or Class-I local supplier (as per the provisions specifie d in the Bidding documents with respect to MSE Benefit/ Purchase Preferences)

shall be offered to match the Negotiated/ Awardable price of L-1 Bidder in the order of their ranking & eligibility based on Original quoted price of L-1 Bidder (before Negotiation).

E) Risk Purchase:

Bidders who participate in current tender are deemed to have accepted the following as compliance to Clause Risk Purchase:

In the event of Suppliers failure to supply the material of acceptable quality in scheduled delivery period, NTPC reserves the right to procure the materials from any other source at the Suppliers risk and cost and the difference in cost shall be borne by the Supplier. Further, NTPC shall retain the right of forfeiture of CPG and or any other action as deemed fit.

F) Common IP Addresses:

Bidders may please note that GeM is capturing and showing the IP addresses us ed by the Buyer and the Bidder(s) /Seller(s). The received bids having matching/common IP address with either Bidder(s)/Seller(s) or Buyer, shall be o utrightly rejected & shall not be considered for further evaluation.

G) Conflict of Interest

- (A) A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of Employer's interests. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:
- a) they directly or indirectly control, or are controlled by or are under common c ontrol of another entity; or
- b) they have the same legal representative/agent for purposes of their bids; or
- c) they have relationship with each other, directly or through common third part y(ies), that puts them in a position to have access to information about or influence on the bid of another Bidder; or
- d) Bidder and/or any of its allied entity(ies), which directly or indirectly control(s) or is(are) controlled by or is(are) under common control of another entity, has(ve) participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the tender; or
- e) Bidder participates in more than one bid in this bidding process.
- f) In cases of agents quoting on behalf of their principal manufacturers/service p roviders, one agent cannot represent two manufacturers/service providers or qu ote on their behalf in a particular tender enquiry. One manufacturer/service pro vider can also authorize only one agent. There can be only one bid from the foll owing:
- i) The principal manufacturer/service provider directly or through one Indian ag ent on his behalf; and
- ii) Indian/foreign agent on behalf of only one principal.

For the purposes of this clause the term 'control' shall have the following meaning: "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions exercisable by a person or persons acting individually or in concert, directly or indirectly, including by virtue of their shall be a supposed to the purpose of the purpose of

areholding or management rights or shareholders' agreements or voting agree ments or in any other manner.

Note: If two or more CPSEs/State PSEs participate in a tender, they will not be d eemed to fall under the 'Conflict of Interest' provisions solely because they are under common control of Government of India/State Government.

(B) Bidders who participate in current tender are deemed to have accepted the following as compliance to Clause "Conflict of Interest": (Compliance to "Conflict of Interest" provisions)

We confirm that we have read and understood the Clause as mentioned under Buyer Added Bid Specific ATC regarding "Conflict of Interest" and our bid is in c ompliance to this clause.

In case it is established that we have provided any false information in pursuan ce of the aforesaid Clause, while competing for this contract, then our bid shall be rejected and bid security shall be forfeited.

We also understand that in case we become successful bidder, if it is establishe d that we have not complied with terms of aforesaid Clause as mentioned under Buyer Added Bid Specific ATC, during execution of contract, this would be consi dered as fraudulent practice as mentioned in para 5.1 (j) of Policy for Debarmen t from Business Dealings and shall be dealt accordingly. The policy document c an be accessed through the following link: https://ntpctender.ntpc.co.in/Heading/Policy for Debarment from Business Dealings.pdf

No contract shall be awarded to a bidder against whom a Debarment Order has been issued as per Employer's Policy for Debarment from Business Dealings. Po licy details can be referred at the URL given below:

https://ntpctender.ntpc.co.in/Heading/Fraud_Prevention_Policy.pdf

H) Post Bid Clarification:

In the event subsequent clarification(s)/query(ies) by NTPC are sought from bid der and bidder fails to respond or responds with incorrect / inadequate or noncompliant information, the bid shall be liable for rejection.

During techno-commercial evaluation of offer, reply given by bidder against the queries/ clarifications asked and further accepted by NTPC shall be an integral p art of the GeM Contract. Contract shall be executed in accordance with the sam e.

- I) i) All post award communication/ grievance will be addressed to consignee at email id: "storeincharge-kahalgaon@ntpc.co.in".
- ii) In case of non-resolution of the issue, matter can be escalated along with pre vious correspondence (s) to email id: vendor_grievance_cpg2@ntpc.co.in.
- iii) Any communication other than post award are not to be asked through above mail IDs. NTPC will not take cognizance of any such correspondence sent to a bove mail IDs and shall be outrightly ignored.
- J) Non-Tax benefits (Tender Fees/ EMD/ Purchase Preference) is applicable to M SEs bidders who are the service providers or the manufacturer of goods which a re to be procured.

The MSE bidders whose major activity indicated in the URC (Udyam Registration Certificate) if of Trading (For PSL benefits only), they are not eligible for "Non-Tax" benefits (whether such bidders are manufacturer of the tendered goods or se

rvice provider).

H) ATC clauses for non-splitable cases

ATC clause 1

Purchase preference to SC/ST and Women MSE: Purchase preference to M SEs shall be given as follows subject to matching of L-1 price-

- a. First Preference to SC/ST and Women MSEs i.e. Women SC-ST MSE.
- b. Second preference to SC/ST-MSE Only
- c. Third Preference to Women-MSE only.
- d. Others MSEs.

ATC clause 2

In case two or more bidders quote the same price, purchase preference will be given as follows-

- a. First Preference to SC/ST and Women MSE
- b. Second preference to SC/ST-MSE
- c. Third Preference to Women-MSE
- d. Others

.

8. 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 <u>attached categories</u>, 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 बिंड 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---