

**Bid Document/ बिड दस्तावेज़**

<b>Bid Details/बिड विवरण</b>	
<b>Bid End Date/Time/बिड बंद होने की तारीख/समय</b>	07-05-2025 09:00:00
<b>Bid Opening Date/Time/बिड खुलने की तारीख/समय</b>	07-05-2025 09:30:00
<b>Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)</b>	180 (Days)
<b>Ministry/State Name/मंत्रालय/राज्य का नाम</b>	Pmo
<b>Department Name/विभाग का नाम</b>	Department Of Atomic Energy
<b>Organisation Name/संगठन का नाम</b>	Nuclear Power Corporation Of India Limited
<b>Office Name/कार्यालय का नाम</b>	Rajasthan
<b>क्रेता ईमेल/Buyer Email</b>	buyer160.npcil.rj@gembuyer.in
<b>Total Quantity/कुल मात्रा</b>	14
<b>Item Category/मद केटेगरी</b>	SS Dustbin (PUSH CAN BIN) SIZE - 10 X 18 INCH, wall thickness 0.5 mm , SS Dustbin (SS SWING DUSTBIN) SIZE - 14 X 36 INCH, wall thickness 0.5 mm
<b>GeMARPTS में खोजी गई स्ट्रिंग / Searched Strings used in GeMARPTS</b>	SS Dustbin (SS SWING DUSTBIN) SIZE - 14 X 36 INCH
<b>GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS</b>	Cleaning Duster (V3)
<b>अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification</b>	<ul style="list-style-type: none"> <li>Waste Containers and Accessories - Domestic (V2)</li> <li>Smart Bin</li> </ul>
<b>MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट</b>	No
<b>Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट</b>	No
<b>Document required from seller/विक्रेता से मांगे गए दस्तावेज़</b>	Additional Doc 1 (Requested in ATC), Additional Doc 2 (Requested in ATC), Additional Doc 3 (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
<b>Do you want to show documents uploaded by bidders to all bidders participated in bid?/</b>	No

Bid Details/बिड विवरण	
<b>Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया</b>	No
<b>Type of Bid/बिड का प्रकार</b>	Two Packet Bid
<b>Primary product category</b>	SS Dustbin (PUSH CAN BIN) SIZE - 10 X 18 INCH, wall thickness 0.5 mm
<b>Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय</b>	7 Days
<b>Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)</b>	No
<b>Evaluation Method/मूल्यांकन पद्धति</b>	Item wise evaluation/
<b>Arbitration Clause</b>	No
<b>Mediation Clause</b>	No

#### EMD Detail/ईएमडी विवरण

Required/आवश्यकता	No
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#### ePBG Detail/ईपीबीजी विवरण

Required/आवश्यकता	No
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#### MII Purchase Preference/एमआईआई खरीद वरीयता

MII Purchase Preference/एमआईआई खरीद वरीयता	No
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#### MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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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 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.

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.

#### Evaluation Method ( Item Wise Evaluation Method )

Contract will be awarded schedulewise and the determination of L1 will be done separately for each schedule. The details of item-consignee combination covered under each schedule are as under:

Evaluation Schedules	Item/Category	Quantity
Schedule 1	Ss Dustbin (push Can Bin) Size - 10 X 18 Inch, Wall Thickness 0.5 Mm	6
Schedule 2	Ss Dustbin (ss Swing Dustbin) Size - 14 X 36 Inch, Wall Thickness 0.5 Mm	8

#### SS Dustbin (PUSH CAN BIN) SIZE - 10 X 18 INCH, Wall Thickness 0.5 Mm ( 6 pieces )

#### Technical Specifications/तकनीकी विशिष्टियाँ

Buyer Specification Document/क्रेता विशिष्टि दस्तावेज़	<a href="#">Download</a>
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#### Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Gyan Mal Khatik	323303, Contracts & Material Management, NPCIL, Rawatbhata Rajasthan Site, Anushakti Via-Kota (Rajasthan) Phone No. 01475-242002, 242048 Which is about 60 Kms. away from Kota.	6	90

#### SS Dustbin (SS SWING DUSTBIN) SIZE - 14 X 36 INCH, Wall Thickness 0.5 Mm ( 8 pieces )

#### Technical Specifications/तकनीकी विशिष्टियाँ

Buyer Specification  
Document/क्रेता विशिष्टि दस्तावेज़

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**Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा**

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Gyan Mal Khatik	323303, Contracts & Material Management, NPCIL, Rawatbhata Rajasthan Site, Anushakti Via-Kota (Rajasthan) Phone No. 01475-242002, 242048 Which is about 60 Kms. away from Kota.	8	90

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

**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**

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**

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.

**4. 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.

## 5. **Scope of Supply**

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

## 6. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

### **(A) Liquidated Damages**

Liquidated Damages as stipulated under Clause No.15 (iii) of GeM GTC shall not be applicable for the contract awarded against this Bid.

### **(B) 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.

### **(C) Clarifications/documents submitted by the bidder**

(i) Clarifications/documents submitted during the representation time shall not be considered for evaluation and hence any clarifications/documents asked from the bidder may be submitted before evaluation of bid only.

(ii) The Representation window is opened 4/5 days from the date of publishing of bid for seeking clarification towards technical / commercial in the existing bid, failing which buyer shall not be responsible for giving response under the Bid.

(iii) For post contract related clarification / queries bidder can contact buyer at buyer ID : [consignee2.ncil.rj@gembuyer.in](mailto:consignee2.ncil.rj@gembuyer.in) ( contact No. 9413356554 )

### **(D) Documents related to Payment**

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."

### **(E) 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. Trades 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 25% 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.

(F) Following documents duly signed and sealed by the authorized representative of the Firm/Company shall invariably be submitted by the bidder(s) alongwith the bid for evaluation of the offer :-

(i) Annexure-'F' as per attached format for 'Declaration Form for GST'.(Additional Doc.1)

(ii) 'Mandate Form' at per attached format. .(Additional Doc.2)

(iii) 'Specifications Compliance Sheet' to be filled by the bidder, if asked in the tender.(Additional Doc.3)

**(G) Undertaking/Compliance to Clause No. 29 of GeM GTC :**

Bidder is mandatorily required to submit an Undertaking as per attached Annexure-D on Company's Letter Head along with offer, failing which, their offer will not be evaluated and rejected without asking any further clarification with regard to the same.

**(H) Important Instructions to the Sellers :**

In the event of purchase order, following instructions shall be followed by the Seller :-

- Supply is to be made within stipulated delivery period as mentioned in the GeM Contract since Time is the essence of Contract. However, in case of exceptional circumstances as mentioned in GeM GTC, request for extension in delivery period may be made by Seller on GeM portal. Simultaneously, an e-mail for extension in delivery period along with reason for delay in supply may be sent to e-mail ID of Buyer as mentioned in the Contract which will be reviewed by the Competent Authority before issuing of the amendment on GeM portal and hence repeated request on GeM portal for extension of delivery period may be avoided by the Seller till acceptance of the buyer since the same gets auto cancelled by the system.
- Invoice may be uploaded on GeM portal by the Seller immediately after dispatch of material otherwise system will not allow the Seller to upload the invoice on GeM portal after expiry of the delivery period as mentioned in the Contract.
- Only Buyer GeM e-mail ID may be used by the Seller to send any communication with regard to GeM Contract, if required.

**(I) Right of Recourse under Civil Liability for Nuclear Damages Act**

2010 & Rule 2011 thereof :

Since requirement is for PHWR, NPCIL is the system designer and technology owner, being responsible for safety design of such installations in this tender, NPCIL shall assume the role of Supplier in accordance with the explanation of term "Supplier" given in Rule 24 of the CLND Rules, 2011 and in the context of section 17(a) and (b) of the CLND Act, 2010.

**I.0 BANNING OF BUSINESS DEALINGS BY NPCIL/BUYER**

NPCIL reserves the right to initiate Banning as per NPCIL's Banning of business dealings as mentioned below and are independent of actions under GeM's IM (Incident Management) Policy.

The words banning, blacklisting, de-registered, debarred, holiday, suspension of business etc., means the same.

The words NPCIL, Corporation, Buyer etc., means the same.

The words Contractor, Bidder, Seller, Service Provider etc., means the same.

**I.1 Grounds for Banning**

The business dealing with the Contractor/Bidder/Seller/Service Provider shall be liable for banning, on account of the reasons attributable to them, which shall include, but not limited to the following:

I.1.1. Involvement in cartel formation during bidding.

I.1.2. Baseless allegations by the bidder on NPCIL/Corporation/Buyer evaluation processes or officials.

I.1.3. If any of the owner, proprietor or partner of the Contractor, is convicted by a court of law, during bidding process or currency of the contract, for offences involving corrupt and fraudulent practices including misrepresentation of the facts, moral turpitude in relation to its business dealings with NPCIL.

I.1.4. Malafide / unlawful acts / malpractices or improper conduct on part of Contractor based on the approved findings of the Investigation Agency.

I.1.5. If the Contractor misuses the premises or facilities of the NPCIL forcefully occupies, tampers or damages the Company's properties etc. or fails to vacate the properties/land/complex within reasonable time limit as specified or even after receiving the notices from the department.

I.1.6. Security concerns for the assets of the Corporation and State.

I.1.7. Submission of bids that contain false information or falsified documents or the concealment of such information in the bids in order to influence the outcome of eligibility screening or / at any other stage of the public bidding and execution.

I.1.8. Withdrawal of a bid or refusal to accept an award of contract with the NPCIL without justifiable cause, after being adjudged as the successful bidder.

I.1.9. Supply of Counterfeit items Breach of Code of Integrity.

I.1.10. Bidder shall not act in contravention of the codes which includes

I.1.10.1 Prohibition of

a. Making offer, solicitation or acceptance of bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process.

b. Any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided.

c. Any conclusion, bid rigging or anticompetitive behavior that may impair the transparency, fairness and the progress of the procurement process.

d. Improper use of information provided by the procuring entity to the bidder with an intent to gain unfair advantage in the procurement process or for personal gain.

e. Any financial or business transactions between the bidder and any official of the procuring entity related to tender or execution process of contract; which can affect the decision of the procuring entity directly or indirectly.

f. Any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process.

g. Obstruction of any investigation or auditing of a procurement process.

h. Making false declaration or providing false information for participation in tender process or to secure a contract;

I.1.10.2 Disclosure of conflict of interest

I.1.10.3 Disclosure by the bidder of any previous transgression made in respect of the provisions of above

I.1.10.1 with any entity in any country during the last three years or of being debarred/ banned by any other

er procuring entity.

### I.2 Show Cause Notice

I.2.1 NPCIL will issue Show Cause Notice to the Contractor on noticing/receipt of a complaint of any irregularities and /or misconduct and /or unethical practice as mentioned in clause no. 1.1.

I.2.2 Upon receipt of Show cause notice, the Contractor is required to submit the reply to Show Cause Notice within 30 days of its receipt and no extension shall be given without justifiable reasons. The Contractor shall also be given an opportunity for oral hearing to present the case in person to NPCIL and the date of Oral Hearing will be indicated in the Show Cause Notice. Only the regular employees of Contractor will be permitted to represent the Contractor during the Oral hearing, and no outsider shall be allowed to represent the Contractor on their behalf.

### I.3 Period of Banning

The period of banning shall be for a period of not exceeding 2 (two) years and not less than 6 (six) months as considered appropriate by NPCIL.

### I.4 Effect of Banning of Business Dealings by NPCIL

In case NPCIL has banned the business dealing with the bidder/contractor, the following shall be the consequences on issuance of the order of banning of business dealings with the bidder/contractor:

I.4.1 No Contract of any kind whatsoever shall be placed to such banned firms including its allied firms after the issue of Banning Order by NPCIL. The Contractor including their allied firms shall not be allowed to participate in any tender enquiry till completion of Banning period. If the Contractor has already participated in tender process and the price bids are not opened, his techno-commercial bid will be rejected and price bid will be kept unopened. In cases, where the price bids of Contractor have been opened prior to the order of banning, such bids shall be rejected. However, in case such banned Contractor is Lowest (L1), next lowest firm shall be considered as L1. Bid Security, if any, submitted by such banned Contractors shall be returned to the bidder.

I.4.2 Contractors shall not be permitted to participate in any business process in any form or entity i.e., as an Associate/Collaborator/Joint Venture Partner/Consortium Partner of the Main Contractor even if the banning order is passed subsequent to opening of Part-I bids.

I.4.3 Contractor shall not be allowed to participate as Sub-Vendor/sub-contractor in the tenders for contracts for works, service, supplies.

I.4.4 Even if, the banned Contractor is an approved Sub-vendor under any Contract for such equipment/component/service, the Main Contractor shall not be permitted to place Work order/Purchase order/Service Contract on the banned Contractor as a sub-vendor after the date of banning even though the name of the party has been approved as a sub-vendor prior to the order of banning.

I.4.5 The completion certificate issued to the contractor shall make a mention regarding banning during execution of the contract.

I.4.6 Banned bidders shall not be permitted to submit their bid. The bid submitted by the banned bidder shall be summarily rejected.

I.4.7 Contracts concluded before the issue of the banning order shall, not be affected by the banning order.

I.4.8 Banning shall automatically be extended to all Allied firms of the Contractor. In case of Joint venture/Consortium is banned all partners will also stand debarred for the period specified in the Banning Order. The names of all partners should be clearly specified in the "Banning order".



I.4.9 Banning in any manner does not impact any other contractual or other legal rights of NPCIL.

I.4.10 Banning under the provisions of Banning of Business Dealings of NPCIL is applicable only for NPCIL.

#### I.5 Definition of Allied Firm :

Allied Firm means all concerns which come within the sphere of effective influence of the banned firm. In determining this, the following factors shall be taken into consideration:

- a. Whether the management is common;
- b. Majority interest in the management is held by the partners or directors of banned/suspended firm;
- c. Substantial or majority shares are owned by the banned/ suspended firm and by virtue of this it has a controlling voice;
- d. Directly or indirectly controls, or is controlled by or is under common control with another bidder;
- e. All successor firms will also be considered allied firms.

#### **(J) END USE CERTIFICATE / VERIFICATION**

In case applicable, Bidder shall ensure that items to be imported to India do not have US origin components above the de minimis level. End use verification shall not be agreed by NPCIL in case of imports under any circumstances. Further, the bidder / contractor shall make attempts to import raw materials / components, if necessary, without insisting for "End User Certificate".

#### **(K) DELIVERY SCHEDULE**

Date of delivery of the Stores stipulated in the Contract, shall be the essence of the Contract and delivery of Stores must be completed by the dates specified therein. Unless otherwise agreed, the Contract shall come into force from the date of issue of priced Purchase Order (Effective Date) and accordingly contractual delivery period shall be reckoned from that date for the purpose of fixing Contractual Delivery Date (CDD).

#### **(L) PRICE BREAK-UP**

In case of two part tenders, the Bidder shall take special care not to mix up any price details required to be submitted against Part-II (Price bid) with Part-I (Technical & Commercial bid except price) and vice versa. Any violation of the above shall lead to summarily rejection of bid as being non-responsive.

Wherever asked for, the bidder shall be required to submit complete break-up of "Total Price" as per prescribed "Price Bid Break-up/SOQR" format in GeM Portal. In such case, the non-submission of the "Price Bid Break-up/SOQR" or submission of irrelevant document or submission of No/Nil value against all items of the "Price Bid Break-up/SOQR" shall lead to rejection of such bids. However, in case No/Nil rate is quoted against some of the item(s), the price of such item(s) shall be deemed to be zero.

Addition/deletion/modification of any item in the prescribed "Price Bid Break-up/SOQR" format is not acceptable unless authorized by Buyer and accordingly, bids with any unauthorized addition/deletion/modification in the prescribed "Price Bid Break-up/SOQR" format shall be summarily rejected.

Calculations for Price Bid Evaluation for Single Packet/ Part Bids, Part-II (price bid) evaluation for Two Packet/ Part Bids and Contract Order Placement:

For Price Bid Evaluation as per price evaluation criteria as well as for award of contract, "Total Price" quoted by Bidder in GeM Portal shall only be considered. The same "Total Price" shall only be considered for other purposes (i.e., negotiation, price matching in case of MSE/MII purchase preference/Bid splitting, Financial score in case of QCBS tenders, Reverse Auction (RA) etc). However, the "Price Bid Break-up/SOQR" submit

ted in GeM Portal or “Price Bid Break-up/SOQR” arrived at as per calculations mentioned in below clauses, as the case may be, will only be used as price breakup for the purpose of interim/running bill payments.

The “Total Price” quoted should match with the total of price of all items of the “Price Bid Break-up/SOQR”.

For arriving at the item-wise amount as well as at the total of all items of the “Price Bid Break-up/SOQR”, the quantity multiplied by the quoted rates shall govern and if required, other figures will stand corrected accordingly.

In case of mismatch between “Total Price” quoted by Bidder in GeM Portal and total of price of all items of the “Price Bid Break-up/SOQR”, the “Total Price” quoted by Bidder in GeM Portal only shall be considered. The prices of all the items of the “Price Bid Break-up/SOQR” mentioned by the Bidder in the submitted document in GeM Portal, will stand adjusted accordingly in proportion to the weighted average of item wise amount.

Bidder get option to submit Revised “Price Bid Break-up/SOQR” during Negotiation or Reverse Auction (RA). While submitting the Revised “Price Bid Break-up/SOQR”, the Bidder should not increase price of any item(s) from the originally submitted (i.e., uploaded at time of Bid submission) “Price Bid Break-up/SOQR”. In case, during negotiation price is increased for any item(s) by the bidder, the same shall not be accepted and will be dealt as stipulated in point above.

In case of price matching scenario during MSE/MII Purchase Preference/ Bid splitting, the originally submitted price of each of the items of the “Price Bid Break-up/SOQR” will stand corrected by a uniform percentage. This uniform percentage shall be equal to the percentage difference between the originally quoted “Total Price” and the “Total Matched Price” expressed with reference to the originally quoted “Total Price”.

#### **M) Counter Offer**

**COUNTER OFFER SUBMITTED ALONG WITH OFFER SHALL NOT BE CONSIDERED.**

#### **7. Buyer Added Bid Specific ATC**

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

## **Disclaimer/अस्वीकरण**

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.

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.**

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

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./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 कार्यवाई का आधार होगा।

**---Thank You/धन्यवाद---**