



Bid Number/बोली क्रमांक (बिड संख्या): GEM/2025/B/6251791 Dated/दिनांक : 24-05-2025

# Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	10-06-2025 12:00:00
Bid Opening Date/Time/बिंड खुलने की तारीख/समय	10-06-2025 12:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	120 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Power
Department Name/विभाग का नाम	Na
Organisation Name/संगठन का नाम	Ntpc Limited
Office Name/कार्यालय का नाम	Ussc Cpg2 Sipat
क्रेता ईमेल/Buyer Email	buycon18.ntpc.bihar@gembuyer.in
Total Quantity/कुल मात्रा	3000
ltem Category/मद केटेगरी	PR 100257736 00010 M5507326208 BLT CNV: FR, 1600MM, 1000KN/M/4, 5MM, 2MM
GeMARPTS में खोजी गई स्ट्रिंग / Searched Strings used in GeMARPTS	BLT CNV: FR,1600MM,1000KN/M/4,5MM,2MM
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	M - Seal as per IS 9197, Prefab Hut / House of Size 6.10 M x 19.52 M (as per GeM Drawing), Prefab Toilet Block of Size 4.88 M x 7.32 M (As Per GeM Drawing), Prefab Hut / House of Size 6.10 M X 7.32 M (as per GeM Drawing), Central Venous Catheters (V2), Prefab Hut / House of Size 4.88 M X 19.52 M (as per GeM Drawing), Sofas (V2), Prefab Hut / House of Size 4.88 M X 9.76 M (as per GeM Drawing), scissors, Prefab Hut / House of Size 4.88 M X 4.88 M (as per GeM Drawing)
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	Conveyor Belt for NTPC
MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट	No
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No

Bid D	Petails/बिड विवरण
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	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
Do you want to show documents uploaded by bidders to all bidders participated in bid?/	No
Bid to RA enabled/बिंड से रिवर्स नीलामी सक्रिय किया	No
Type of Bid/बिंड का प्रकार	Two Packet Bid
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days
Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation
Arbitration Clause	No
Mediation Clause	No

# EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाईजरी बैंक	ICICI
EMD Amount/ईएमडी राशि	200000

# ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	ICICI
ePBG Percentage(%)/ईपीबीजी प्रतिशत (%)	5.00
Duration of ePBG required (Months)/ईपीबीजी की अपेक्षित अवधि (महीने).	21

- (a). 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./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज 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।
- (b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

# Beneficiary/लाभार्थी:

NTPC LTD

USSC, CPG-2 (Sipat), NTPC Limited Samaveshi Bhawan, NTPC Sipat PO: Ujjwal Nagar Bilaspur Chhattisgarh India, Pin- 495555 (Ntpc Ltd)

#### Reserved for Make In India products

Reserved for Make In India products	Yes

# MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes

- 1. Bid reserved for Make In India products: : Procurement under this bid is reserved for purchase from Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. However, eligible micro and small enterprises will be allowed to participate. The minimum local content to qualify as a class 1 local supplier is denoted in the bid document. All bidders must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which the bid is liable to be rejected. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020 . In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.
- 2. Purchase preference will be given to MSEs having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service and Buyer will decide eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 25% (selected by Buyer) percentage of total quantity. The buyers are advised to refer the OM No. F.1/4/2021-PPD dated 18.05.2023 OM No.1 4 2021 PPD dated 18.05.2023 for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents
- 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.

# PR 100257736 00010 M5507326208 BLT CNV: FR, 1600MM, 1000KN/M/4, 5MM, 2MM ( 3000 meter )

(Minimum 60% Local Content required for qualifying as Class 1 Local Supplier)

Technical Specifications/तकनीकी विशिष्टियाँ

Buyer Specification Document/क्रेता विशिष्टि दस्तावेज़	<u>Download</u>
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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	Avijeet Kumar	486885,GSTIN: 23AAACN0255D4Z3 NTPC Stores Vindhyachal Super Thermal Power Station P.O. Vindhyanagar District Singrauli 486885	3000	180

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

#### 1. 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 %.

### 2. Generic

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

# 3. Scope of Supply

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

### 4. Inspection

**Nominated Inspection Agency:** On behalf of the Buyer organization, any one of the following Inspection Agency would be conducting inspection of stores before acceptance: Pre-dispatch Inspection at Seller Premises (applicable only if pre-dispatch inspection clause has been selected in ATC):

NTPC RIO

Post Receipt Inspection at consignee site before acceptance of stores: NTPC SITE STORE

### 5. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

SI.No.	ATC (PR No: 100257736)
	Nil Deviation Clause:
1.	The sellers who participate in current Tender are deemed to have fully accepted all T erms & Conditions, Technical Specifications, Data Sheets, Drawings, Quality Plans, B uyer Added Bid Specific Terms and Conditions given in Bidding Documents, read in c onjunction 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.
1.	Further it is construed that no deviation has been taken by the seller in this regard. I n case any documents/ details/ catalogues are found to have been submitted by the bidder along with its bid, which is in contravention to buyer's bidding documents int er-alia including technical specification, those will not be taken into cognizance. If an y deviation is observed in the bid, bidder shall have to withdraw such deviations; fail ing which bid shall be liable for rejection.
	Bidder/supplier shall have no right to contest the same in case supplied material is r ejected due to deviation with respect to tender specification.
2.	"Bidders are requested to refer detailed technical specification of the item (s). In ca se of any contradiction between short text of item(s) and complete technical specification of the item(s), only complete technical specification of that item should be considered for the submission of offer and same shall be considered for evaluation purpose."
	NTPC has enlisted certain vendors for the tendered items for Material Enlistment Gr oup (55MEG-20, Name -CONVEYOR BELT (NN / EP) ABOVE 1400MM WIDTH A ND UPTO 1600MM WIDTH).
3.	Offers from the bidders who have been enlisted by NTPC as said above shall only be considered subject to meeting AATO (Average Annual Turnover) and EC (Execution capability) equal to or more than <b>Rs.1,62,94,080/</b> Offers of vendors not meeting above criteria shall not be evaluated and shall be rejected.
	The enlistment of the bidders should be valid as on either the date of issue of NI T or the actual date of bid opening.
4.	If non enlisted/rejected vendors are interested to participate, can do so in future ten ders first by enlisting themselves for the respective product category (MEG). They sh all have to visit NTPC CPC website www.vendor.ntpc.co.in and submit online applicat ion against items/services (Material /Contract Enlistment Groups) of their choice. If t hey meet the criteria stipulated in the Qualifying Requirement, they shall be enlisted in line with the Terms and Conditions of enlistment.
5.	Payment Term:
J.	As per GeM GTC
	Warranty / Guarantee Clause: (Applicable)
6.	18 months from the date of supply or 12 months from date of installation and commissioning / use whichever is earlier.

7.	Interchangeability Clause: (Not Applicable)			
8.	Test / Calibration / Any Other Certificate Clause: (Not Applicable)			
9.	<ul> <li>PDI Clause (Inspection and Tests): (Applicable)</li> <li>Pre-Dispatch inspection (PDI) shall be carried out by NTPC RIO at vendor's work as per NTPC approved QUALITY PLAN.</li> <li>After receipt of Purchase Order, vendor shall raise inspection call online through URL <a href="https://teamup.ntpclakshya.co.in">https://teamup.ntpclakshya.co.in</a>. Help document for viewing approved documents &amp; raising inspection call is provided in the given URL.</li> <li>After successful PDI, vendor has to submit Material Dispatch Clearance Certificate (MDCC) issued by NTPC RIO along with supply.</li> </ul>			
10.	Integrity Pact Clause: (Not Applicable)			
	1. Instruction for submission of Bank Guarantees (BGs):			
	a) Bank Guarantee (BG) towards EMD/Bid Security:			
	EMD/Bid Security for an amount as specified in Bid Details shall be submitted only in the form of Bank Guarantee (BG). Any other instrument (Account Paye e Demand Draft, Fixed Deposit Receipt, Banker's Cheque, Insurance Surety B ond etc.) is not acceptable as an EMD instrument and bid shall be liable for rejection.  Please submit the Bank Guarantee (BG) towards EMD/Bid Security in a sealed envelope super scribed GeM Bid No on top, at below mentioned address:			
	USSC, CPG-2 (Sipat), NTPC Limited			
	Samaveshi Bhawan, NTPC Sipat			
	PO: Ujjwal Nagar Bilaspur			
	Chhattisgarh India, Pin- 495555			
b)	Performance Bank Guarantee (PBG):			
	Except for the BGs towards Bid Security/EMD, which are required to be submit ted by the Bidders along with the Bids and the BGs issued by the banks outsi de India, all other BGs should be received from the Bank directly through post / courier, by Unified Treasury, Dadri at below mentioned address:			
	Unified Treasury (BG Group) Administrative Building, NCPS Dadri NTPC Limited, PO: Vidyut Nagar Distt: Gautam Budh Nagar Uttar Pradesh- 201008 A soft copy of the BG (other than BG towards Bid Security) is mandatorily required to be mailed to Unified Treasury Group at <a href="mailto:ubg@ntpc.co.in">ubg@ntpc.co.in</a> by the issuing Bank.			
c)				
	While issuing the physical BGs, the Bidder 's Bank shall also send electronic message 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 B			

ank whose details are provided herein below:

Bank Name: ICICI Bank Limited

(ii) Branch: CONNAUGHT PLACE BRANCH

(iii) Bank Address: 9A, PHELPS BUILDING, INNER CIRCLE, NEW DELHI- 11000

(iv) IFSC Code: ICIC0000007

BG issuing/amending bank must send the BG advice in the form of message format 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)

2. The Stamp paper of appropriate value shall be purchased in the name of guarant ee issuing bank or the party on whose behalf the BG is being issued. The Bank Gu arantee shall be issued on non-judicial Stamp paper of appropriate value as per St amp act prevailing in the States where the BG is to be submitted (Uttar Pradesh in case of PBG / Chhattisgarh in case of EMD) OR is to be acted upon (State where c oncerned plant/Unit is situated - Only for PBG) OR the rate prevailing in the state where the BG is executed (State where BG issuing Bank branch is situated), which ever is higher.

Bidders may please note that the applicable stamp duty is to be paid before or at the time of executing the Bank Guarantee. BGs with deficient stamp paper value will not be acceptable and submission of stamp paper for deficit stamp value post execution of the BG is not admissible".

For reference, Stamp Duty Charges as applicable on Bank Guarantee in d ifferent states is attached with the tender. However, it may please be no ted that the Stamp Duty applicable on BG for different States may chang e from time to time. Therefore, bidders are advised to ascertain the appl icable Stamp Duty at the time of execution of BG. Please note that Bidde r shall be responsible for any deficit in Stamp Duty as bid shall be liable for rejection.

- **3.** The date of purchase of stamp paper, purpose of purchase and name of the purc haser should be indicated on the stamp paper. The stamp papers (other than e-st amp paper) should be duly signed by the stamp vendor. The date of sale of the no n-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 pa per may either be the executing Bank or the party on whose behalf the BG is issue d.
- **4.** Extension of all BGs should be on Stamp paper of same value as that of the origin al BG. Minimum extension of any BG should be three months.

The format of the Bank Guarantee shall be in accordance with the form of B ank Guarantee towards Bid Security/EMD/Performance security attached wi th the GeM bid as Buyer uploaded ATC document in Buyer Added Bid Specif ic ATC. Any bid not accompanied by an acceptable bid security in a separat e sealed envelope shall be rejected by the Employer as being non-

7 / 11

11.

	responsive.
	Post Bid Clarification:
12.	<ul> <li>In the event subsequent clarification(s)/query(ies) by NTPC are sought from bidde r and bidder fails to respond or responds with incorrect / inadequate or non-compliant information, the bid shall be liable for rejection.</li> <li>During techno-commercial evaluation of the offer, reply given by bidder against the queries/clarifications asked and further accepted by NTPC shall be an integral part of the GeM Contract. The contract shall be executed in accordance with the same.</li> </ul>
13.	Preference to Make in India for MII Exempted Items only: (Not Applicable)
14.	<ul> <li>All post award communication/ grievance will be addressed to consignee at email id: "storeincharge-vindhyachal@ntpc.co.in".</li> <li>In case of non-resolution of the issue, matter can be escalated along with previous correspondence(s) to email id: - vendor grievance cpg2@ntpc.co.in.</li> <li>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 above mail IDs. and shall be outrightly imported.</li> </ul>
	ail IDs and shall be outrightly ignored.
	<ul> <li>Conflict of Interest</li> <li>(A) A bidder shall not have conflict of interest with other bidders. Such conflict of in terest can lead to anti-competitive practices to the detriment of Employer's inter ests. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if: <ul> <li>a) they directly or indirectly control, or are controlled by or are under common c ontrol of another entity; or</li> <li>b) they have the same legal representative/agent for purposes of their bids; or</li> <li>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</li> <li>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</li> <li>e) Bidder participates in more than one bid in this bidding process.</li> <li>f) In cases of agents quoting on behalf of their principal manufacturers/service providers, one agent cannot represent two manufacturers/service providers or quote on their behalf in a particular tender enquiry. One manufacturer/service provider can also authorize only one agent. There can be only one bid from the following: <ol> <li>i) The principal manufacturer/service provider directly or through one Indian agent on his behalf; and</li> <li>ii) Indian/foreign agent on behalf of only one principal.</li> </ol> </li> </ul></li></ul>
	For the purposes of this clause the term 'control' shall have the following meanin g:
15.	"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 in dividually or in concert, directly or indirectly, including by virtue of their shareholding or management rights or shareholders' agreements or voting agreements or in any other manner.
15.	Note: If two or more CPSEs/State PSEs participate in a tender, they will not be deemed to fall under the 'Conflict of Interest' provisions solely b ecause they are under common control of Government of India/State G overnment.
	(B) Bidders who participate in current tender are deemed to have accepte

	d 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 B uyer Added Bid Specific ATC regarding "Conflict of Interest" and our bid is in compliance to this clause.
	In case it is established that we have provided any false information in pursuanc e 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 consid ered as fraudulent practice as mentioned in para 5.1 (j) of Policy for Debarment from Business Dealings and shall be dealt accordingly. The policy document can be accessed through the following link:
	https://ntpctender.ntpc.co.in/Heading/Policy_for_Debarment_from_Business_Dealings.pdf
16.	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. Policy details can be referred at the URL given below:
10.	<ul> <li>https://ntpctender.ntpc.co.in/Heading/Fraud_Prevention_Policy.pdf</li> <li>https://ntpctender.ntpc.co.in/Heading/Policy_for_Debarment_from_Business_Dealings.pdf</li> </ul>
	Risk Purchase Clause:
17.	In the event of Suppliers failure to supply the material of acceptable quality in sched uled delivery period, NTPC reserves the right to procure the materials from any othe r source at the Suppliers risk and cost and the difference in cost shall be borne by th e Supplier. Further, NTPC shall retain the right of forfeiture of CPG and or any other action as deemed fit.
	common IP Addresses:
18.	Bidders may please note that GeM is capturing and showing the IP addresses used 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 outrightly rejected & shall not be considered for further evaluation.

**Purchase preference to SC/ST & Women MSE**: Purchase preference to MSEs shall be given as follows-

- a. Out of the 25% quantity/ value, 4% shall be reserved for SC/ST, 3% shall be reserved for Women and balance quantity out of 25% shall be divided in all MSEs within the m argin of purchase preference, subject to matching of L1 price (in case L1 is Non-MSM E & Quoted price of MSEs are L1+15%).
- b. In case of non-availability of SC/ST-MSE vendor within L1+15 % Margin, 7% will go to women-MSE & 18% to others MSEs.
- In case of non-availability of Women-MSE, 7% will go to SC/ST-MSE and 18% to other MSEs.
- d. In case of non-availability of both SC/ST & women-MSEs, all 25% will go to other MSE  $_{\rm S}$

### 6. Buyer Added Bid Specific ATC

Buyer uploaded ATC document Click here to view the file.

# Disclaimer/अस्वीकरण

19.

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.

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 कार्रवाई का आधार होगा।

---Thank You/धन्यवाद---