



Bid Number/बोली क्रमांक (बिड संख्या): GEM/2025/B/6131493 Dated/दिनांक : 26-04-2025

## Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण		
Bid End Date/Time/बिड बंद होने की तारीख/समय	14-05-2025 11:00:00	
Bid Opening Date/Time/बिंड खुलने की तारीख/समय	14-05-2025 11:30:00	
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	buyer446.nl.mp@gembuyer.in	
Total Quantity/कुल मात्रा	40	
ltem Category/मद केटेगरी	ITEM_ 10_ M9210450058_ 100250509_ BATTERY, RECH, LEAD ACID, 12V, 180AH, 25	
GeMARPTS में खोजी गई स्ट्रिंग / Searched Strings used in GeMARPTS	LEAD ACID HEAVY DUTY	
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Heavy Duty Curtains - Panchakarma, Heavy Duty Storage Racks, Lead Acid Storage Batteries for Motor Vehicles as per IS 7372, Battery Charger, Heavy Duty, Stationary Valve Regulated Lead Acid Batteries (V2) as per IS 15549, Heavy Duty Creeper Seat, Styling Chair / Salon Chair / Swiveling Barber Chair, Heavy duty diesel ultra oil, Heavy duty longspan storage System, PVC Insulated (Heavy Duty) Electric Cables (V2) as per IS 1554 (Part 1)	
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	Battery Charger, Heavy Duty	
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 छ्ट	No	
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 जीलागी सक्तिय किया       No         Type of Bid/बिंड का प्रकार       Two Packet Bid         Time allowed for Technical Clarifications during technical evaluation/तकनीकी मृत्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय       2 Days         Inspection Required (By Empanelled Inspection Authority / Agencies preregistered with GeM)       No         Evaluation Method/मृत्यांकन पद्धित       Total value wise evaluation         Arbitration Clause       No         Mediation Clause       No         EMD Detail/ईएमडी विवरण         Required/आवश्यकता       No         Required/आवश्यकता       No         MII Purchase Preference/एमआईआई खरीद वरीयता       No         MSE Purchase Preference/एममसई खरीद वरीयता       No	Bid Details/बिड विवरण		
Type of Bid/बिड का प्रकार  Time allowed for Technical Clarifications during technical evaluation/तकनीकी मृल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय  Inspection Required (By Empanelled Inspection Authority / Agencies preregistered with GeM)  Evaluation Method/मृल्यांकन पद्धित  Arbitration Clause  No  Mediation Clause  No  Required/आवश्यकता  Required/आवश्यकता  No  MII Purchase Preference/एमआईआई खरीद वरीयता  No	by bidders to all bidders participated in	No	
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय Inspection Required (By Empanelled Inspection Authority / Agencies preregistered with GeM)  Evaluation Method/मूल्यांकन पद्धित  Total value wise evaluation  Arbitration Clause  No  Mediation Clause  No  EMD Detail/ईएमडी विवरण  Required/आवश्यकता  No  MII Purchase Preference/एमआईआई खरीद वरीयता  MII Purchase Preference/एमआईआई खरीद वरीयता  MII Purchase Preference/एमआईआई खरीद वरीयता  No	Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No	
during technical evaluation/तकनीकी मृत्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय  Inspection Required (By Empanelled Inspection Authority / Agencies preregistered with GeM)  Evaluation Method/मृत्यांकन पद्धति  Arbitration Clause  Mediation Clause  Mo  Required/आवश्यकता  Required/आवश्यकता  Required/आवश्यकता  Mo  MII Purchase Preference/एमआईआई खरीद वरीयता  MII Purchase Preference/एमआईआई खरीद वरीयता  MII Purchase Preference/एमआईआई खरीद वरीयता  No	Type of Bid/बिंड का प्रकार	Two Packet Bid	
Inspection Authority / Ágencies preregistered with GeM)  Evaluation Method/मृल्यांकन पदति Total value wise evaluation  Arbitration Clause No  Mediation Clause No  EMD Detail/ईएमडी विवरण  Required/आवश्यकता No  PBG Detail/ईपीबीजी विवरण  Required/आवश्यकता No  MII Purchase Preference/एमआईआई खरीद वरीयता  MII Purchase Preference/एमआईआई खरीद वरीयता No	during technical evaluation/तकनीकी मूल्यांकन के	2 Days	
Arbitration Clause No  Mediation Clause No  EMD Detail/ईएमडी विवरण  Required/आवश्यकता No  Required/आवश्यकता No  MII Purchase Preference/एमआईआई खरीद वरीयता No	Inspection Authority / Agencies pre-	No	
Mediation Clause     No       EMD Detail/ईएमडी विवरण     No       Required/आवश्यकता     No       Required/आवश्यकता     No       MII Purchase Preference/एमआईआई खरीद वरीयता     No	Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation	
EMD Detail/ईएमडी विवरण  Required/आवश्यकता  No  Required/आवश्यकता  No  MII Purchase Preference/एमआईआई खरीद वरीयता  MII Purchase Preference/एमआईआई खरीद वरीयता  No	Arbitration Clause	No	
Required/आवश्यकता  PBG Detail/ईपीबीजी विवरण  Required/आवश्यकता  No  MII Purchase Preference/एमआईआई खरीद वरीयता  MII Purchase Preference/एमआईआई खरीद वरीयता  No	Mediation Clause	No	
ePBG Detail/ईपीबीजी विवरण  Required/आवश्यकता  No  MII Purchase Preference/एमआईआई खरीद वरीयता  MII Purchase Preference/एमआईआई खरीद वरीयता  No	EMD Detail/ईएमडी विवरण		
Required/आवश्यकता No MII Purchase Preference/एमआईआई खरीद वरीयता MII Purchase Preference/एमआईआई खरीद वरीयता No	MD Detail/ईएमडी विवरण		
MII Purchase Preference/एमआईआई खरीद वरीयता  MII Purchase Preference/एमआईआई खरीद वरीयता  No	· · · · · · · · · · · · · · · · · · ·	No	
MII Purchase Preference/एमआईआई खरीद वरीयता No	Required/आवश्यकता PBG Detail/ईपीबीजी विवरण		
	Required/आवश्यकता PBG Detail/ईपीबीजी विवरण		
MSE Purchase Preference/एमएसई खरीद वरीयता	Required/आवश्यकता  PBG Detail/ईपीबीजी विवरण  Required/आवश्यकता		
	Required/आवश्यकता  PBG Detail/ईपीबीजी विवरण  Required/आवश्यकता  MII Purchase Preference/एमआईआई खरीद वरीयता	No	
MSE Purchase Preference/एमएसई खरीद वरीयता Yes	Required/आवश्यकता  PBG Detail/ईपीबीजी विवरण  Required/आवश्यकता  MII Purchase Preference/एमआईआई खरीद वरीयता  MII Purchase Preference/एमआईआई खरीद वरीयता	No	

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.

# ITEM\_ 10\_ M9210450058\_ 100250509\_ BATTERY, RECH, LEAD ACID, 12V, 180AH, 25 ( 40 pieces )

#### Technical Specifications/तकनीकी विशिष्टियाँ

Buyer Specification Document/क्रेता विशिष्टि दस्तावेज़	<u>Download</u>	
-----------------------------------------------------------	-----------------	--

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

S	Consignee S.No./क्र. सं. परेषिती/रिपोर्टिंग अधिकारी		Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1		Alok Sharma	229406,GSTIN: 09AAACN0255D9ZO NTPC Stores Feroz Gandhi Unchahar Thermal Power Station P.O,UNCHAHAR RAEBARELI 229406 RAEBARELI	40	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 (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. 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.

#### 3. Generic

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

#### 4. Scope of Supply

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

#### 5. Buyback for Non PFMS / Non GPA

Buyback for Non PFMS/Non GPA:

- 1. GST will apply on the value of buyback and separate invoice is to be prepared by Government buyer/Consignee for buyback items offline outside the GeM system. Vendor should work out input credit for that GST applicable on the buy back while quoting the product/services.
- 2. Input GST Credit consideration by seller- seller shall offer the prices in the bid by the total amount of new goods including GST- total amount of old goods quoted by the firm excluding GST. This is because GST charged by buyer on buy-back value will be available for full ITC (input tax credit) on the hands of bidder. Therefore, for the purpose of quoting in the bid and evaluation, value as quoted by the bidder (excluding any GST on buy back) as indicated in column G below will be considered. Illustrative examples for bidders are as under for understanding of the seller.

	Excel sheet for explanation to Buyback ATC						
S n o	Cost of Fresh Good (A)	%age of GST on Fresh Good as considered by seller at the time of quote (B).	GST Amount on Fresh Good (C)	Cost of Buyba ck item (D)	%age of GST on Buyback items (E) as fixed by buyer in the bid	GST Amount on Buyback item (F) as applicable at the time of invoice by buyer	Quote of the Bidder (G= {A+C- D})
1	100	28	28	20	8	1.6	108
2	100	9	9	20	8	1.6	89
3	110	10	11	24	8	1.92	97

Seller after the award of the GeM contract, will indicate all column A to G which will not alter their quoted price indicated in Colum-G

- 3. Successful lowest bidder has to provide detailed cost break up of tendered items as well as buy back items separately after award of contract through email to the government buyer/consignee.
- 4. The seller of new item /service provider shall deposit the cost of invoiced buy back item with GST to the buyer for allowing seller to lift up the material from the buyer/consignee premise.
- 5. Transportation of buy back items from buyer premises shall be arranged by the seller itself without any extra cost.
- 6. Government Buyer organisation /consignee will issue invoice of buy back items to the seller at the cost of buyback to be indicated to the buyer by the seller offline after receipt of order. This in no case will modify the bid in any manner.
- 7. The seller will be entirely responsible for the safe disposal of old items without affecting the environment in any manner as per prevailing statutory rules and Act/ law of the land.
- 8. The seller may visit the site and inspect the condition of buy back item in advance before quoting for the bid.
- 9. Receipt of payment by the buyer for Old items and invoicing by buyer will be out of GeM portal.
- 10. Government Buyer will upload the details of old goods along with the bid in the corrigendum with minimum price.
- 11. If the minimum price (Optional) is indicated and sellers of new item who are not agreeing to take back the old item at equal to or above that minimum price should not participate in the bid.
- 12. In case they participate into the bid and afterwards indicates the price of old goods, less than the minimum price shown by Government Buyer in corrigendum, EMD of the bidder will be forfeited.
- 13. Item Details Consignee wise will be indicated in the corrigendum like -
  - 1. Consignee wise
  - 2. Item Description

- 3. Serial Number
- 4. Model
- 5. Brand
- 6. Year of manufacturing
- 7. Purchased on
- 8. Age
- 9. Size, Rating, Designation
- 10. Quantity
- 11. Min price (Optional)
- 12. Unit
- 13. Working Guidelines (/Functional/Non-Functional)
- 14. Remarks
- 14. The successful bidder shall remove the old goods from the premise of the Government buyer/consignee at the time of the supply, installation and commis-sioning of fresh goods. Seller will be entitled for payment only after removal of old goods from Government buyer/consignee/user's premise and after supplying the fresh goods in terms of contract.
- 15. Note: This clause of ATC shall be operated by non PFMS; non GPA buyer i.e. all PSU working through their ERP and not integrated with GPA.

#### 6. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

SN	ATC					
	Nil Deviation Clause:					
	The sellers who participate in current Tender are deemed to have fully a ccepted all Terms & Conditions, Technical Specifications, Data Sheets, D rawings, Quality Plans, Buyer Added Bid Specific Terms and Conditions g iven in Bidding Documents, read in conjunction with Amendment(s)/ Cla rification(s)/ Addenda/ Errata (if any) issued by the Buyer prior to openin g 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. In case any documents/ details/ catalogues are found to hav e been submitted by the bidder along with its bid, which is in contravent ion to buyer's bidding documents inter-alia including technical specificat ion, those will not be taken into cognizance. If any deviation is observed in the bid, the bidder shall have to withdraw such deviations; failing whi ch bid shall be liable for rejection.					
	Bidder/supplier shall have no right to contest the same in case supplied material is rejected due to deviation with respect to tender specification .					
	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 detrimen t 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 co mmon control of another entity; or					
	b) they have the same legal representative/agent for purposes of their b ids; or					

- c) they have relationship with each other, directly or through common t hird party(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 c ontrol(s) or is(are) controlled by or is(are) under common control of anot her 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 man ufacturers/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:
- i) The principal manufacturer/service provider directly or through one I ndian agent 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 shareholding or management rights or shareholders' a greements or voting agreements or in any other manner.

Note: If two or more CPSEs/State PSEs participate in a tender, t hey will not be deemed to fall under the 'Conflict of Interest' pr ovisions solely because they are under common control of Gove rnment of India/State Government.

(B) Bidders who participate in current tender are deemed to h ave 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 compliance to this clause.

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

We also understand that in case we become successful bidder, if it is est ablished that we have not complied with terms of aforesaid Clause as m entioned under Buyer Added Bid Specific ATC, during execution of contr act, this would be considered as fraudulent practice as mentioned in par a 5.1 (j) of Policy for Debarment from Business Dealings and shall be de alt accordingly. The policy document can be accessed through the following link:

https://ntpctender.ntpc.co.in/Heading/Policy\_for\_Debarment\_from\_Busin
ess Dealings.pdf

05	common IP Addresses:  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 B idder(s)/Seller(s) or Buyer, shall be outrightly rejected & shall n ot be considered for further evaluation.
04	Risk & cost 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.
03.	No contract shall be awarded to a bidder against whom a Debarment Or der has been issued as per Employer's Policy for Debarment from Busin ess Dealings. Policy details can be referred at the URL given below:  • <a href="https://ntpctender.ntpc.co.in/Heading/Fraud_Prevention_Policy.pdf">https://ntpctender.ntpc.co.in/Heading/Fraud_Prevention_Policy.pdf</a> • <a href="https://ntpctender.ntpc.co.in/Heading/Policy_for_Debarment_from_Business_Dealings.pdf">https://ntpctender.ntpc.co.in/Heading/Policy_for_Debarment_from_Business_Dealings.pdf</a>

#### **MSE Preference:**

In case procurement of Goods/Services where requirement is no t splitable preference to MSEs shall be given as follows subject to matching of L1 price:

- a) First preference to SC/ST & Women MSE i.e women SC/ST MS E
- b) Second preference to SC/ST MSE only
- c) Third preference to Women MSE only
- d) Other MSE

In case procurement of procurement of Goods/Services where r equirement is splitable, out of 25% quantity/value, 4% shall be r eserved for SC/ST and 3% shall be reserved for women and bala nce quantity out of 25% shall be divided in all MSEs within the margin of purchase preference subject to matching of L1 price.

06

- a) In case of non-availability of SC/ST-MSE vendor within L1+15 % margin, 7% will go to Women-MSE and balance 18% to other MSEs.
- b) In case of non-availability of Women-MSE vendor within L1+1 5% margin, 7% to SC/ST MSE and balance 18% to other MSEs.
- c) In case of non-availability of both SC/ST MSEs & Women MSE s, than 25% quantity goes to other MSEs.

In case of non splitable tender, 02 or more bidders quoted same price, preference shall be given as follows:

- a) First preference to SC/ST & Women MSE
- b) Second preference to SC/ST MSE
- c) Third preference to Women MSE
- d) Others

#### **Limited Tender**

Subject Tender is floated on Limited Tender (LT) basis and Vendors eligible to participate have been short-listed and approved by NTPC.

6

Email has been sent to the aforesaid shortlisted vendors for partici pation in the subject tender on GeM Portal. Only those bidders who have received the aforesaid invitation mail from NTPC should participate in the subject tender.

Other Bidder(s) who is not shortlisted for this Bid shall not be considered and bids of such Bidder(s) shall be summarily rejected.

#### Old battery available for buy back:

07.

Total 25 nos. of old battery of same rating are available for buy back against schedule item -1. Bidder should quote their rate fo r schedule item -1 accordingly.

### 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 <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.

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 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---