



Bid Number/बोली क्रमांक (बिड संख्या)[:] GEM/2025/B/6202635 Dated/दिनांक : 15-05-2025

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण		
Bid End Date/Time/बिड बंद होने की तारीख/समय	27-05-2025 18:00:00	
Bid Opening Date/Time/बिड खुलने की तारीख/समय	27-05-2025 18:30:00	
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	buyer165.nl.mp@gembuyer.in	
Total Quantity/कुल मात्रा	35	
ltem Category/मद केटेगरी	Schedule1_ 100251816_ item10_ M6813220013_ DCP FIRE EXT, 50KG for NTPC Talcher STPS	
GeMARPTS में खोजी गई स्ट्रिंग / Searched Strings used in GeMARPTS	50KG DCP FIRE EXTINGUISHERS	
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	25 Kg (Nominal Charge) Capacity Wheeled Mounted DCP Fire Extinguisher as per IS 16018:2012 (Latest) (PNG), Portable Fire Extinguishers (V2) as per IS 15683:2018, 75 Kg (Nominal Charge) Capacity Wheeled Mounted DCP Fire Extinguisher (PNG) as per IS 16018:2012 (Latest Amendment), Portable Fire Extinguishers (V3) as per BS EN Standards, Powder Based wheeled fire extinguishers (PNG), Automatic Fire Ball for Fire - Extinguishing, Foam Based Wheeled Fire Extinguishers (V2) as per IS 16018, CO2 Based Wheeled Fire Extinguishers (V2) as per IS 16018, Powder Based Wheeled Fire Extinguishers (V2) as per IS 16018, Powder Based Wheeled Fire Extinguishers (V2) as per IS 16018	
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	Charge Fire Extinguisher Dry Powder 50 Kg (Defence)	
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	

Document required from seller/विकेत से मंगे गर दस्तावेज Certificate (Requested in ATC),Compliance of BoQ specification and supporting document in aces 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?/ Bid to RA enabled/विड से रिवर्स नीलामी सक्रिय किया Two Packet Bid Time allowed for Technical Clarifications during technical evaluation/तक्क्वीकी मुख्यकन के विचान तकनीकी स्पष्टीकरण से द्वानुस्त समय Inspection Required (By Empanelled Inspection Authority / Agencies preregistered with GeM) Evaluation Method/मुख्यंकन पद्धति Total value wise evaluation No Mediation Clause No PepB Detail/ईपीबीजी विवरण Required/आवश्यकता No MII Purchase Preference/एमआईआई खरीद वरीयता MII Purchase Preference/एमएसई खरीद वरीयता MII Purchase Preference/एमएसई खरीद वरीयता MSE Purchase Preference/एमएसई खरीद वरीयता	Bid Details/बिड विवरण			
by bidders to all bidders participated in bid?/ Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया Type of Bid/बिड का प्रकार Time allowed for Technical Clarifications during technical evaluation/तकनीकी मुल्यांकन के दौरान तकनीकी रपष्टीकरण हेतु अनुमत समय Inspection Required (By Empanelled Inspection Authority / Agencies preregistered with GeM) Evaluation Method/मूल्यांकन पदित 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/एमएसई खरीद वरीयता MII Purchase Preference/एमएसई खरीद वरीयता		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		
Type of Bid/विड का प्रकार 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/एमएई खरीद वरीयता MSE Purchase Preference/एमएएई खरीद वरीयता	by bidders to all bidders participated in	No		
Time allowed for Technical Clarifications during technical evaluation/तक्तीकी मृल्यांकन के दौरान तक्तीकी स्पष्टीकरण हेतु अनुमत समय Inspection Required (By Empanelled Inspection Authority / Agencies pre- registered with GeM) Evaluation Method/मृल्यांकन पद्धति 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 MSE Purchase Preference/एमएसई खरीद वरीयता	Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No		
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 पद्धति Arbitration Clause No Mediation Clause No EMD Detail/ईएमडी विवरण Required/आवश्यकता No MII Purchase Preference/एमआईआई खरीद वरीयता MII Purchase Preference/एमएमएसई खरीद वरीयता MSE Purchase Preference/एमएसई खरीद वरीयता	Type of Bid/बिंड का प्रकार	Two Packet Bid		
Inspection Authority / Ágencies pre- registered with GeM) Evaluation Method/मृत्यांकन पद्धित	during technical evaluation/तकनीकी मूल्यांकन के	2 Days		
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 MSE Purchase Preference/एमएसई खरीद वरीयता	Inspection Authority / Agencies pre-	No		
Mediation Clause 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 MSE Purchase Preference/एमएसई खरीद वरीयता	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 MSE Purchase Preference/एमएसई खरीद वरीयता	Arbitration Clause	No		
Required/आवश्यकता No ePBG Detail/ईपीबीजी विवरण Required/आवश्यकता No MII Purchase Preference/एमआईआई खरीद वरीयता MII Purchase Preference/एमआईआई खरीद वरीयता No MSE Purchase Preference/एमएसई खरीद वरीयता	Mediation Clause	No		
ePBG Detail/ईपीबीजी विवरण Required/आवश्यकता No MII Purchase Preference/एमआईआई खरीद वरीयता MII Purchase Preference/एमआईआई खरीद वरीयता No MSE Purchase Preference/एमएसई खरीद वरीयता	EMD Detail/ईएमडी विवरण			
Required/आवश्यकता MII Purchase Preference/एमआईआई खरीद वरीयता MII Purchase Preference/एमआईआई खरीद वरीयता No MSE Purchase Preference/एमएसई खरीद वरीयता	Required/आवश्यकता	No		
MII Purchase Preference/एमआईआई खरीद वरीयता MII Purchase Preference/एमआईआई खरीद वरीयता No MSE Purchase Preference/एमएसई खरीद वरीयता	ePBG Detail/ईपीबीजी विवरण			
MII Purchase Preference/एमआईआई खरीद वरीयता No MSE Purchase Preference/एमएसई खरीद वरीयता	Required/आवश्यकता	No		
MSE Purchase Preference/एमएसई खरीद वरीयता	MII Purchase Preference/एमआईआई खरीद वरीयता			
	MII Purchase Preference/एमआईआई खरीद वरीयता	No		
MSE Purchase Preference/एमएसई खरीद वरीयता Yes	MSE Purchase Preference/एमएसई खरीद वरीयता			
	MSE Purchase Preference/एमएसई खरीद वरीयता	Yes		

^{1.} Purchase preference will be given to MSEs having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail themselves of the

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

Schedule1_ 100251816_ Item10_ M6813220013_ DCP FIRE EXT, 50KG For NTPC Talcher STPS ($35\ pieces$)

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	Ramesh Chandra Pradhan	759147,GSTIN: 21AAACN0255D1ZA NTPC Stores Talcher Super Thermal Power Station P.O. DEEPSHIKHA ANGUL 759147	35	90

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

1. Generic

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

2. Scope of Supply

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

3. 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):

shall be carried out by NTPC RIO/CISF at vendor's works as per attached Quality Plan

Post Receipt Inspection at consignee site before acceptance of stores: By User Department

4. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

SI.No.	ATC for PR-100251816 (PR No is for internal reference only)		
	Nil Deviation Clause:		
1.	The sellers who participate in current Tender are deemed to have fully accepted all Terms & Conditions, Technical Specifications, Data Sheets, Drawings, Quality Plans, Buyer Added Bid Specific Terms and Conditions given in Bidding Documents, read in conjunction with Amendm ent(s)/ Clarification(s)/ Addenda/ Errata (if any) issued by the Buyer prior to opening of Techn o-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 a ny documents/ details/ catalogues are found to have been submitted by the bidder along wit h its bid, which is in contravention to buyer's bidding documents inter-alia including technical specification, those will not be taken into cognizance. If any deviation is observed in the bid, bidder shall have to withdraw such deviations; failing which bid shall be liable for rejection.		
	Bidder/supplier shall have no right to contest the same in case supplied material is reject ed due to deviation with respect to tender specification.		
2.	Bidders are requested to refer detailed technical specification (as per 'Specification Docume nt' of the bid) of the item (s). In case of any contradiction between Item Category or Item Tit le/Item Description (as in BOQ Detail Document) of item(s) and complete technical specification (as per Specification Document) of the item(s), only complete technical specification (as per 'Specification Document' of the bid document) of that item should be considered for the submission of offer and same shall be considered for evaluation purpose.		
3.	Payment Term: As per GeM GTC		
4.	Warranty / Guarantee Clause: (Applicable)		
	PDI Clause (Inspection and Tests): (Applicable)		
5.	 Pre-Dispatch inspection (PDI) shall be carried out by NTPC RIO at vendor's work as per N TPC approved SQP. After receipt of Purchase Order, vendor shall raise inspection call online through URL https://teamup.ntpclakshya.co.in. Help document for viewing approved documents & raising inspection call is provided in the given URL. 		
	After successful PDI, vendor has to submit Material Dispatch Clearance Certificate (MDCC) is sued by NTPC RIO along with supply.		

	Post Bid Clarification:
6.	In the event subsequent clarification(s)/query(ies) by NTPC are sought from Bidder and be idder fails to respond or responds with incorrect / inadequate or non-compliant information, the bid shall be liable to be rejected.
	 During techno-commercial evaluation of offer, reply given by bidder against the queries/ clarifications asked and further accepted by NTPC shall be an integral part of the GeM Con tract. Contract shall be executed in accordance with the same.
	Clarification/Bid Submission extension requests:
7.	. Bidders are requested to check the bid document thoroughly as soon as bid is published on GeM portal. If any clarification is required, immediately raise the representation on GeM port al within the timeline allowed by GeM portal.
7.	. Clarifications sought outside GeM portal through any email/phone/SMS etc. shall not be ent ertained.
	. Requests for extension in Bid Submission time through any email/phone/SMS etc. shall not b e entertained.
	Consignee Details
	NTPC Stores - Talcher STPS Name: Sh. Barnesh Chandra Bradhan (MANACER)
	Name: Sh. Ramesh Chandra Pradhan(MANAGER)Number: 9437299951,7328816998
	· Email Id : rcpradhan@ntpc.co.in
8.	 All post award communication/ grievance will be addressed to consignee at email i d: "storeincharge-talcher@ntpc.co.in".
	 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.
	 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 ID s and shall be out rightly ignored.

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 control 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 party(ies), t hat puts them in a position to have access to information about or influence on the bi d of another Bidder; or
 - d) Bidder and/or any of its allied entity(ies), which directly or indirectly control(s) or is(a re) controlled by or is(are) under common control of another entity, has(ve) participat ed 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 provid ers, 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:
 - The principal manufacturer/service provider directly or through one Indian 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 man agement or policy decisions exercisable by a person or persons acting individually or in c oncert, directly or indirectly, including by virtue of their shareholding or management rig hts or shareholders' agreements or voting agreements or in any other manner.

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 because they a re under common control of Government of India/State Government.

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

Annexure-1

(Compliance to "Conflict of Interest" provisions)

We confirm that we have read and understood the Clause as mentioned under Buyer Add ed 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 pursuance 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 established 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 considered 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

9.

10.	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 referre d at the URL given below: • https://ntpctender.ntpc.co.in/Heading/Fraud_Prevention_Policy.pdf • https://ntpctender.ntpc.co.in/Heading/Policy_for_Debarment_from_Business_Dealings.pdf
11.	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.
12.	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 Bidder(s)/Seller(s) or Buyer, shall be outrightly rejected & shal I not be considered for further evaluation.
	Vendor Code for Creation of regularizing SAP PO in NTPC:
	Bidders kindly note that NTPC shall create a regularizing SAP PO (internal PO) against respec tive gem contract for payment purposes. Following details will be used for creation of a regul arizing SAP PO, as applicable.
	(i) If vendor code matching with PAN/GSTIN is already available in NTPC records.
13.	In this case, vendor's existing vendor code in NTPC shall be used and payment shall be relea sed to vendor's existing bank account as updated in NTPC records.
	(ii) If the bidder is a new vendor and does not have a vendor code in NTPC:
	In such cases, NTPC shall create a vendor code as per vendor's details (including bank detail s) fetched from GeM portal only, at the time of creation of Vendor Code. Payment shall be released accordingly.
	Manufacturer Authorization:
	Wherever Authorised Distributors/service providers are submitting the bid, Authorisation For
	m /Certificate with OEM/Original Service Provider details such as name, designation, address,
14.	e-mail Id and Phone No. required to be furnished along with the bid.
	If the bidders are manufacturer of the offered items, then in place of Manufacturer Authoriza tion, the bidders shall submit a declaration that they are the manufacturer/OEM of the offered items.

MSE benefit shall be given as per following conditions:

- (A) In case of procurement of Goods/Services, where requirement is not splitable, prefere nce to MSEs shall be given as follows subject to matching of LI price:
- 1. First Preference to SC/ST & Women MSE-s i.e. Women SC-ST MSE.
- 2. Second preference to SC/ST -MSE Only
- 3. Third Preference to Women- MSE only.
- 4. Others MSFs.
 - **(B)** In case the requirement is Splitable, out of the 25% quantity/value, 4% shall be reserved for SC/ST and 3% shall be reserved for Women and balance qty. out of 25% shall be divided in all MSEs within the margin of purchase preference subject to matching of LI price (LI is Non-MSME & Quoted price of MSEs are L 1+15%).
 - 1. In case of non-availability of SC/ST-MSE vendor within L $1+15\,\%$ Margin, 7% will go to women-MSE & 18% to others MSEs.
- 2. In case of non-availability of Women-MSE, then 7% to SC/ST-MSE and 18% to others MSEs.
- 3. In case of non-availability of both SC/ST & women-MSEs, all 25 % goes to other MSEs.
 - **(C)** In case where in a non-splitable tender two or more bidders have quoted the same pri ce, preference shall be given as per follows:
- 1. First Preference to SC/ST & Women MSE
- 2. Second preference to SC/ST-MSE
- 3. Third Preference to Women-MSE
- 4. Others
- **(D)** If as per bid conditions, Performance Bank Guarantee (PBG) is applicable in this case, then in that case, Performance Bank Guarantee (PBG) shall be 2.5% of contract value in place of original 5% of contract value for all MSE-SC-ST or MSE-Women vendors on whom order is placed

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

15.

- 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 gualify 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---