



Bid Number/बोली क्रमांक (बिड संख्या): GEM/2025/B/6273831 Dated/दिनांक : 28-05-2025

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण				
Bid End Date/Time/बिड बंद होने की तारीख/समय	18-06-2025 16:00:00			
Bid Opening Date/Time/बिंड खुलने की तारीख/समय	18-06-2025 16:30:00			
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	buyer392.nl.gj@gembuyer.in			
Total Quantity/कुल मात्रा	3400			
Item Category/मद केटेगरी	PR 100253467 10 M4706046211, PR 100253467 20 M4706046213, PR 100253467 40 M4706136070, PR 100253467 50 M4711070031, PR 100253467 60 M4815427032, PR 100253467 100 M4706046214, PR 100253467 110 M4815427063			
GeMARPTS में खोजी गई स्ट्रिंग / Searched Strings used in GeMARPTS	FIN BAR 89 6X6MM, FIN BAR 101 4 X 6 MM IS2062 A, WEAR BAR 12MMX12MM2X1 5M, FIN FLAT BOILER 500MW, S PANEL TRAPEZOIDAL WATERWALL, FIN BAR 40MM X 6 MM IS2062 A, FIN BAR AS A387 12 CL2 6MM 100MM			

Bid Details/बिड विवरण

Searched String: FIN BAR 89 6X6MM

Ready Mixed Paint, Finishing, Air-Drying for War Equipment Conforming to IS 8982, Parallel Bar - Outdoor Gym Equipment, rubber bands, Cloth Dryer Stand, High Strength Deformed Steel Bars and Wires for Concrete Reinforcement (V2) ISI marked to IS 1786, Triceps bar, Hot Rolled Round Steel Bars as per IS 1732, Olympic Bar (Version 2), Pre - Printed Bar - Coded Bag Labels for Unregistered Mails 'LBD' Series

Searched String: FIN BAR 101 4 X 6 MM IS2062 A

Parallel Bar - Outdoor Gym Equipment, Handloom Cotton Bandage as per IS 863:1988, Picket Steel as per DGS&D Drawing, Laminators, Thermal Binding Machines, Sign holders or stands, Enamel, Synthetic, Exterior (A) Under Coating (B) Finishing Paint (V3) Confirming to IS 2932

Searched String: WEAR BAR 12MMX12MM2X1 5M

Waste Containers and Accessories - Domestic (V2), T - Shirt (V2), XLPE Cable for Working Voltages up to and Including 1.1 KV as per IS 7098 (Part 1), Protective Work Wear (Jacket), Laminar air flow cabinets or stations, Protective Work Wear (Trouser), Bucket Mop Wringer Trolley, File/Folder (V3), Server, Parallel Bar - Outdoor Gym Equipment

GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS Searched String: FIN FLAT BOILER 500MW

Hammers as per IS 841:1983, Laboratory Glassware - Narrow-Naked Boiling Flasks Conforming to IS 1381(Part 1) (Under BIS Scheme 1), Laboratory Glassware - Boiling Flasks with Conical Ground Joints Conforming to IS 1381(Part 2), Flat Gym Bench (V2)

Searched String: S PANEL TRAPEZOIDAL WATERWALL

Wooden Podium, Power Generator - DG Set (up to 900 KVA)

Searched String: FIN BAR 40MM X 6 MM IS2062 A

Sofa Set (Steel Tube), Parallel Bar - Outdoor Gym Equipment, Copper Bus Bar (Bhel)-IS:1897, IS:8130, Laminators, tray mess compartmented ss army pattern, Picket Steel as per DGS&D Drawing, Thermal Binding Machines, Corrugated Boxes, Sterile Hypodermic Needles for Single use (V2), rubber bands

Searched String: FIN BAR AS A387 12 CL2 6MM 100MM

XLPE Cable for Working Voltages up to and Including 1.1 KV as per IS 7098 (Part 1), Copper Bus Bar (Bhel)-IS:1897, IS:8130, Wood screws, PVC Copper Cable Single Core and Multi Core Circular Sheathed Cable with Rigid Conductor (V2) as per IS 694, PVC Copper Cable Single Core and Multi Core Circular Sheathed Cord with Flexible Conductor (V2) as per IS 694, Bunk Beds as per IS 17636, V - Belts - Endless V - Belt for Industrial Purposes as per IS 2494, Saw Blades or Hacksaw Blades as per IS 2594, Electrical Terminals as per IS 8309, Switch Mode Power Supply (SMPS) as per IS 14886:

Bid Details/बिड विवरण				
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	Extension Bar			
BOQ Title/बीओक्यू शीर्षक	Fin Bar and Wear Bar for Boiler			
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/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/बिड से रिवर्स नीलामी सक्रिय किया	No			
Type of Bid/बिंड का प्रकार	Two Packet Bid			
Primary product category	PR 100253467 10 M4706046211			
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	Item wise evaluation/			
Arbitration Clause	No			
Mediation Clause	No			
MD Detail/ईएमडी विवरण				
Required/आवश्यकता	No			
PBG Detail/ईपीबीजी विवरण				
Required/आवश्यकता	No			
eserved for Make In India products				
leserved for make in india products				

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes	
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- 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 submitted.
- 3. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

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 Pr 100253467 10 M4706046211		300
Schedule 2 Pr 100253467 20 M4706046213		300
Schedule 3 Pr 100253467 40 M4706136070		1000
Schedule 4	Pr 100253467 50 M4711070031	500
Schedule 5 Pr 100253467 60 M4815427032		750
Schedule 6	Pr 100253467 100 M4706046214	300
Schedule 7	Schedule 7 Pr 100253467 110 M4815427063	

PR 100253467 10 M4706046211

(Minimum 50% Local Content required for qualifying as Class 1 Local Supplier)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	<u>View File</u>
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

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	Anshul Goel	231223,GSTIN: 09AAACN0255D9ZO NTPC Stores Rihand Super Thermal Power Station P.O RIHANDNAGAR, DIST. SONEBHADRA 231223	300	120	

PR 100253467 20 M4706046213

(Minimum 50% Local Content required for qualifying as Class 1 Local Supplier)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	View File
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

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	Anshul Goel	231223,GSTIN: 09AAACN0255D9ZO NTPC Stores Rihand Super Thermal Power Station P.O RIHANDNAGAR, DIST. SONEBHADRA 231223	300	120	

PR 100253467 40 M4706136070

(Minimum 50% Local Content required for qualifying as Class 1 Local Supplier)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	<u>View File</u>
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

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	Anshul Goel	231223,GSTIN: 09AAACN0255D9ZO NTPC Stores Rihand Super Thermal Power Station P.O RIHANDNAGAR, DIST. SONEBHADRA 231223	1000	120	

PR 100253467 50 M4711070031

(Minimum 50% Local Content required for qualifying as Class 1 Local Supplier)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	<u>View File</u>
BOQ Detail Document	<u>View File</u>

Advisory-Please refer attached BOQ document for detailed consignee list and delivery perio	Advisor	v-Please refer	 attached BOO 	document for	detailed consign	nee list and	deliverv	period
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Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

Consignee S.No./क्र. सं. परेषिती / रिपोर्टिंग अधिकारी		Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Anshul Goel	231223,GSTIN: 09AAACN0255D9ZO NTPC Stores Rihand Super Thermal Power Station P.O RIHANDNAGAR, DIST. SONEBHADRA 231223	500	120

PR 100253467 60 M4815427032

(Minimum 50% Local Content required for qualifying as Class 1 Local Supplier)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	<u>View File</u>
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

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

Consignee S.No./क्र. सं. परेषिती/रिपोर्टिंग अधिकारी		Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Anshul Goel	231223,GSTIN: 09AAACN0255D9ZO NTPC Stores Rihand Super Thermal Power Station P.O RIHANDNAGAR, DIST. SONEBHADRA 231223	750	120

PR 100253467 100 M4706046214

(Minimum 50% Local Content required for qualifying as Class 1 Local Supplier)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document View File	
BOQ Detail Document View File	

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

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	Anshul Goel	231223,GSTIN: 09AAACN0255D9ZO NTPC Stores Rihand Super Thermal Power Station P.O RIHANDNAGAR, DIST. SONEBHADRA 231223	300	120

PR 100253467 110 M4815427063

(Minimum 50% Local Content required for qualifying as Class 1 Local Supplier)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document <u>View File</u>		<u>View File</u>
	BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

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	Anshul Goel	231223,GSTIN: 09AAACN0255D9ZO NTPC Stores Rihand Super Thermal Power Station P.O RIHANDNAGAR, DIST. SONEBHADRA 231223	250	120

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

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. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

SN ATC (PR No. 100253467)	
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	Nil Deviation Clause:		
	The sellers who participate in current Tender are deemed to have fully accepte d all Terms & Conditions, Technical Specifications, Data Sheets, Drawings, Qua lity Plans, Buyer Added Bid Specific Terms and Conditions given in Bidding Doc uments, read in conjunction with Amendment(s)/ Clarification(s)/ Addenda/ Err ata (if any) issued by the Buyer prior to opening of Techno-Commercial Bids, a nd 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 re gard. In case any documents/ details/ catalogues are found to have been subm itted by the bidder along with its bid, which is in contravention to buyer's bidding documents inter-alia including technical specification, those will not be take n into cognizance. If any deviation is observed in the bid, the 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 ma terial is rejected due to deviation with respect to tender specification.		
	Bidders are requested to refer detailed technical specification of the item (s). In case of any contradiction between short text of item(s) and complete technical specification of the item(s), only complete technical specification of that it em should be considered for the submission of offer and same shall be considered for evaluation purpose.		
2.	BIDDERS SHOULD GO THROUGH UNITS OF MEASUREMENT OF TENDER ED ITEMS IN BOQ DETAIL DOCUMENT, BEFORE QUOTING PRICES. IN C ASE AFTER OPENING BIDS, ANY VENDOR CLAIMS THAT ITEM/S HAVE B EEN QUOTED WRONGLY, THE CLAIM WILL NOT BE ENTERTAINED BY N TPC AND ACTION AGAINST THE VENDOR WILL BE TAKEN AS PER GeM GTC.		
3.	Payment Term: As per GeM GTC		
	Warranty / Guarantee Clause: (Applicable)		
4.	18 months from the date of supply or 12 months from date of installation and commissioning / use whichever is earlier.		
5.	Interchangeability Clause: (Not Applicable)		
	Test / Calibration / Any Other Certificate Clause: (Applicable)		
6.	Bidder shall submit Test Certificates as per Standard TC / Inspection Repot re quirement along with supply.		
7.	PDI Clause (Inspection and Tests): (Not Applicable)		
8.	Integrity Pact Clause: (Not Applicable)		
9.	Instruction for submission of Bank Guarantees (BGs): (Not Applicable)		

Post Bid Clarification: In the event subsequent clarification(s)/query(ies) by NTPC are sought from Bidder and bidder fails to respond or responds with incorrect / inadequate o r non-compliant information, the bid shall be liable to be rejected. 10. During techno-commercial evaluation of the offer, reply given by bidder ag ainst the queries/clarifications asked and further accepted by NTPC shall be an integral part of the GeM Contract. Contract shall be executed in accordan ce with the same. Preference to Make in India for MII Exempted Items only: (Not Applica ble) 11. All post award communication/ grievance will be addressed to consign ee at email id: "storeincharge-rihand@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.i 12. Any communication other than post award are not to be asked through abo ve mail IDs. NTPC will not take cognizance of any such correspondence sent to above mail IDs and shall be outrightly ignored. **Conflict of Interest** (A) A bidder shall not have conflict of interest with other bidders. Such conflic t of interest can lead to anti-competitive practices to the detriment of Empl oyer'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 com mon control of another entity; or b) they have the same legal representative/agent for purposes of their bid s: or c) they have relationship with each other, directly or through common thir d 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 con trol(s) or is(are) controlled by or is(are) under common control of anoth er entity, has(ve) participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of th e tender; or e) Bidder participates in more than one bid in this bidding process. In cases of agents quoting on behalf of their principal manufacturers/service providers, one agent cannot represent two manu facturers/service providers or quote on their behalf in a particular tende r enquiry. One manufacturer/service provider can also authorize only on e 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 co ntrol the management or policy decisions exercisable by a person or perso ns acting individually or in concert, directly or indirectly, including by virtu 13. e of their shareholding or management rights or shareholders' agreements

	or	voting agreements or in any other manner.
	y OI	ote: If two or more CPSEs/State PSEs participate in a tender, the will not be deemed to fall under the 'Conflict of Interest' provisions solely because they are under common control of Government India/State Government.
		Bidders who participate in current tender are deemed to have ac epted the following as compliance to Clause "Conflict of Interest"
		(Compliance to "Conflict of Interest" provisions)
	no	e confirm that we have read and understood the Clause as mentioned uder Buyer Added Bid Specific ATC regarding "Conflict of Interest" and our dis in compliance to this clause.
	su	case it is established that we have provided any false information in pur lance of the aforesaid Clause, while competing for this contract, then our d shall be rejected and bid security shall be forfeited.
	lis ne wo Po	The policy document can be accessed through the following link:
		tps://ntpctender.ntpc.co.in/Heading/Policy_for_Debarment_from_Busines Dealings.pdf
14.	s beer	ntract shall be awarded to a bidder against whom a Debarment Order han issued as per Employer's Policy for Debarment from Business Dealings. details can be referred at the URL given below:
	https	s://ntpctender.ntpc.co.in/Heading/Fraud_Prevention_Policy.pdf s://ntpctender.ntpc.co.in/Heading/Policy_for_Debarment_from_Business_D gs.pdf
	Risk p	ourchase clause:
15.	sched m any all be	event of Suppliers failure to supply the material of acceptable quality in uled delivery period, NTPC reserves the right to procure the materials frogether source at the Suppliers risk and cost and the difference in cost shorne by the Supplier. Further, NTPC shall retain the right of forfeiture of and or any other action as deemed fit.
	comm	non IP Addresses:
16.	sed by g/com	rs may please note that GeM is capturing and showing the IP addresses u the Buyer and the Bidder(s) /Seller(s). The received bids having matchin mon IP address with either Bidder(s)/Seller(s) or Buyer, shall be outrightle cted & shall not be considered for further evaluation.
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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 re served for Women and balance quantity out of 25% shall be divided in all MSE s within the margin of purchase preference, subject to matching of L1 price (in case L1 is Non-MSME & 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.
- c. 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 othe r MSEs

Disclaimer/अस्वीकरण

17.

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 करना करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।

---Thank You/धन्यवाद---