

**बिड दस्तावेज़ / Bid Document**

| बिड विवरण / Bid Details                                                                                                     |                                                                                                                                                                                                                                                                                                                                       |
|-----------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| बिड बंद होने की तारीख/समय / Bid End Date/Time                                                                               | 03-10-2025 12:00:00                                                                                                                                                                                                                                                                                                                   |
| बिड खुलने की तारीख/समय / Bid Opening Date/Time                                                                              | 03-10-2025 12:30:00                                                                                                                                                                                                                                                                                                                   |
| बिड पेशकश वैधता (बंद होने की तारीख से) / Bid Offer Validity (From End Date)                                                 | 120 (Days)                                                                                                                                                                                                                                                                                                                            |
| मंत्रालय/राज्य का नाम / Ministry/State Name                                                                                 | Ministry Of Power                                                                                                                                                                                                                                                                                                                     |
| विभाग का नाम / Department Name                                                                                              | Na                                                                                                                                                                                                                                                                                                                                    |
| संगठन का नाम / Organisation Name                                                                                            | Nhpc Limited                                                                                                                                                                                                                                                                                                                          |
| कार्यालय का नाम / Office Name                                                                                               | Uri Power Station                                                                                                                                                                                                                                                                                                                     |
| कुल मात्रा / Total Quantity                                                                                                 | 2                                                                                                                                                                                                                                                                                                                                     |
| वस्तु श्रेणी / Item Category                                                                                                | NUMERICAL TYPE PROTECTION SYSTEM FOR SHUNT REACTOR OF LINE BAY                                                                                                                                                                                                                                                                        |
| GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS                                                         | NUMERICAL TYPE PROTECTION SYSTEM FOR SHUNT REACTOR OF LINE BAY                                                                                                                                                                                                                                                                        |
| GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS                                                        | Shunt Power Capacitors of the Self - Healing Type for AC Systems as per IS 13340 (Part 1)                                                                                                                                                                                                                                             |
| अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification                                   | <ul style="list-style-type: none"> <li>Relay Module</li> </ul>                                                                                                                                                                                                                                                                        |
| एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / MSE Exemption for Years of Experience and Turnover       | No                                                                                                                                                                                                                                                                                                                                    |
| स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Exemption for Years of Experience and Turnover | No                                                                                                                                                                                                                                                                                                                                    |
| विक्रेता से मांगे गए दस्तावेज़ / Document required from seller                                                              | <p>Experience Criteria, OEM Authorization Certificate, Additional Doc 1 (Requested in ATC), Additional Doc 2 (Requested in ATC)</p> <p>*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</p> |

| बिड विवरण/Bid Details                                                                                                                                                                                                    |                                                                                                                                                                        |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid? | Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in) |
| बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension                                                                                | 3                                                                                                                                                                      |
| दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended                                                                                                      | 10                                                                                                                                                                     |
| ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count                                                                                                                                            | 3                                                                                                                                                                      |
| बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled                                                                                                                                                                       | No                                                                                                                                                                     |
| बिड का प्रकार/Type of Bid                                                                                                                                                                                                | Two Packet Bid                                                                                                                                                         |
| तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation                                                                                        | 5 Days                                                                                                                                                                 |
| निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)                                     | No                                                                                                                                                                     |
| मूल्यांकन पद्धति/Evaluation Method                                                                                                                                                                                       | Total value wise evaluation                                                                                                                                            |
| मध्यस्थता खंड/Arbitration Clause                                                                                                                                                                                         | No                                                                                                                                                                     |
| सुलह खंड/Mediation Clause                                                                                                                                                                                                | No                                                                                                                                                                     |

#### ईएमडी विवरण/EMD Detail

|                             |                     |
|-----------------------------|---------------------|
| एडवाइजरी बैंक/Advisory Bank | State Bank of India |
| ईएमडी राशि/EMD Amount       | 28000               |

#### ईपीबीजी विवरण /ePBG Detail

|                                                                   |                     |
|-------------------------------------------------------------------|---------------------|
| एडवाइजरी बैंक/Advisory Bank                                       | State Bank of India |
| ईपीबीजी प्रतिशत (%) /ePBG Percentage(%)                           | 5.00                |
| ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months). | 21                  |

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित कैटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने है। एमएसई कैटेगरी 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।/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.

(b).ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए। / EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

#### लाभार्थी /Beneficiary :

NHPC LTD

NHPC Office Complex, Sector-33, Faridabad, Haryana (India)-121003

(Nhpc Ltd)

#### विभाजन/Splitting

बोली विभाजन लागू नहीं किया गया/ Bid splitting not applied.

#### एमआईआई खरीद वरीयता/MII Purchase Preference

|                                            |     |
|--------------------------------------------|-----|
| एमआईआई खरीद वरीयता/MII Purchase Preference | Yes |
|--------------------------------------------|-----|

#### एमएसई खरीद वरीयता/MSE Purchase Preference

|                                           |     |
|-------------------------------------------|-----|
| एमएसई खरीद वरीयता/MSE Purchase Preference | Yes |
|-------------------------------------------|-----|

1. Preference to Make In India products (For bids < 200 Crore):Preference shall be given to 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. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder 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 no purchase preference shall be granted. 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. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate .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.

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 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.

## NUMERICAL TYPE PROTECTION SYSTEM FOR SHUNT REACTOR OF LINE BAY ( 2 pieces )

(क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक/Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

### तकनीकी विशिष्टियाँ /Technical Specifications

|                                                         |                          |
|---------------------------------------------------------|--------------------------|
| क्रेता विशिष्टि दस्तावेज़ /Buyer Specification Document | <a href="#">Download</a> |
|---------------------------------------------------------|--------------------------|

उपरोक्त मद के लिए इंस्टॉलेशन कमीशनिंग एंड टेस्टिंग (आईसीटी) का विवरण / Installation Commissioning and Testing (ICT) details for the above item:

|                                                                             |         |
|-----------------------------------------------------------------------------|---------|
| % of Product Cost Payable on Product Delivery                               | 70%     |
| Min Cost Allocation for ICT as a % of product cost                          | 30%     |
| Number of days allowed for ICT after site readiness communication to seller | 60 Days |

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

| क्र.सं./S.No. | परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer | पता/Address                                                                                                                                                                                                       | मात्रा /Quantity | डिलीवरी के दिन/Delivery Days |
|---------------|---------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|------------------------------|
| 1             | Mukesh Kumar                                            | 193122, Group Senior Manager (Store) Uri-I Power Station, NHPC Limited Boniyaar, District-Baramulla J&K, Pin-193122 Email:store-uri1@nhpc.nic.in Mobile :8894363747/9816712233/990 6582672 GSTIN: 01AAACN0149C3ZB | 2                | 180                          |

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

#### 1. Generic

Buyer Organization specific Integrity Pact shall have to be complied by all bidders. Bidders shall have to upload scanned copy of signed integrity pact as per Buyer organizations policy along with bid. [Click here](#)

[to view the file](#)

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

Buyer Added text based ATC clauses

### **1.0 Terms of Payment:**

#### **1.1 Supply, Installation and Commissioning:**

70% of the Contract Price of the material supplied, ~~Installation & Commissioning~~ along with 100% taxes & duties shall be released after receipt and verification of material in the Project stores and upon production of the following to the Consignee:

- i) Evidence of despatch (GR/ LR etc./ E-way bill)
- ii) Invoice in Triplicate along with detailed packing list.
- iii) Inspection Report/ Despatch Instruction.
- iv) Test Certificates, if any
- v) Insurance Intimation/ Cover (if any)
- vi) Warrantee Certificate, if any
- vii) Performance Bank Guarantee and its acceptance thereof.
- viii) Integrity pact duly Signed by the Firm (For 07 Lakh and above)
- ix) Agreement duly signed and stamped (02 Copies)
- x) Completion/Installation Report duly signed by Engineer In-Charge (For release of payment of Installation, Testing & Commissioning Charges).

#### **1.2 Installation and Commissioning:**

Balance 30% of the supply portion and 100% of Installation, Testing & Commissioning will be paid after successful installation & Commissioning of material as per direction of Engineer-in-Charge.

### **2.0 Inspection:**

a) Inspection shall be carried out by authorized representative of purchaser at firms's premises before dispatch of material. The firm shall submit the details of the material along with the time schedule in which the ordered material shall be offered for inspection along with the place of inspection. The supplier shall give intimation/inspection at least before 3 weeks prior to the date of inspection.

b) The manufacturer/supplier shall depute their authorized service engineer/personnel for dismantling existing relays, successful installation, testing & commissioning and functional demonstration of all useable features of Numerical Shunt Reactor Protection Relays to the satisfaction of Engineer-In-Charge. Installation, Testing & Commissioning at site shall include

de complete protection, operational checks & any other test (if required). All tests shall be witnessed by both representatives of NHPC & manufacturer/supplier and detailed test report shall be submitted to NHPC.

c) For the offline testing & online testing of the supplied relays at site, the relay testing kit shall be provided by NHPC to the service engineer.

### **3.0 Engineer-In-Charge:**

Deputy General Manager (Electrical) – Power House Complex, Uri Power Station, NHPC LTD, Gingle, P.O. Mohura, Distt.-Baramulla, Jammu & Kashmir shall be the Engineer-In-Charge of the aforesaid contract. **Email:phem-uri1@nhpc.nic.in**

The '**Engineer-in-Charge**' means the person appointed by the Corporation in the manner provided hereof and named as such in SCC to perform duties delegated by the Corporation. The Engineer-in-Charge shall represent and act for & on behalf of the Purchaser at all times during the currency of the Contract. All notices, instructions, orders, certificates, approvals and all other communications under the Contract shall be given by the Engineer-in-Charge, except as herein otherwise provided. All notices, instructions, information and other communications given by the Contractor to the Purchaser under the Contract shall be given to the Engineer-in-Charge, except as herein otherwise provided.

**Engineer-In-Charge shall look after all the post award activities.**

### **4.0 Consignee:**

Group Senior Manager (S&T), Uri Power Station, NHPC LTD, Gingle, P.O. Mohura, Distt.-Baramulla, Jammu & Kashmir. **Email:store-uri1@nhpc.nic.in**

**The Goods under this contract/Scope of Supply shall be dispatched to the Consignee at the following address:**

**Group Senior Manager (Store)  
Uri-I Power Station, NHPC Limited  
Boniyar, District-Baramulla  
J&K, Pin-193122**

**All the correspondences regarding supply of materials, submission of bills & payment etc shall be addressed to the consignee only.**

**Email:store-uri1@nhpc.nic.in**

**Mobile : 8894363747**

**GSTIN: 01AAACN0149C3ZB**

### **5.0 Performance Guarantee (Five percent of contract price)**

**5.1** Within 28 days from the date of issue of Supply Order, the Supplier shall furnish to the Engineer-in-Charge an unconditional Contract Performance Guarantee of 05% of Awarded Value for the Warranty period. The Performance Guarantee shall be in any of the following forms:

- v The performance security amount can be deposited directly by the supplier in the account of Uri-I Power Station in following bank account through NEFT/RTGS

Name of the beneficiary: NHPC Ltd, URI Power Station

Account No.: **00000011390826788**

IFSC Code: SBIN0001477

Address of the Bank: SBI Baramulla, J&K

In this regard the supplier must inform and submit the copy of payment receipt generated during electronic payment to the Engineer-in-Charge.

**Or**

Irrevocable Bank Guarantee from an Indian Nationalized Bank or any Scheduled Bank in India as per RBI Guidelines as per the format appended as **Annexure-A** herewith for an amount equal to (05) Five percent of the contract price by way of guarantee valid till three months beyond the warranty period as mentioned in the Supply Order for the due and faithful performance of the contract along with the other terms and conditions agreed to. The Performance Guarantee shall be released after successful completion of the warranty period. The Performance Guarantee amount will not earn any interest for the whatsoever period detained by NHPC.

Contractor shall communicate the following bank details to the issuing Bank for online confirmation of Bank Guarantee to be submitted in terms of this clause:

|                                                   |                     |
|---------------------------------------------------|---------------------|
| Bank Account No.                                  | 00000011390826788   |
| Beneficiary Name                                  | NHPC Limited        |
| Credit Bank                                       | State Bank of India |
| IFSC                                              | SBIN0001477         |
| Branch Address                                    | SBI Baramulla, J&K  |
| GSTIN Number of NHPC limited, Uri I Power Station | 01AAACN0149C3ZB     |

- v **NSIC/MSE Firms are not exempted from the Submission of Performance Bank Guarantee.**

**5.2** On due completion and commissioning of work in all respect and on expiry of the warranty period as per clause 10, the bank guarantee shall be returned to the contractor without any interest on presentation of an absolute "No Demand Certificate" from the Purchaser and upon the r

return, in good conditions, of any Specifications, Drawings, tools or tackles or any other property belonging to the Purchaser which may have been issued to the Contractor. Provided always that the Purchaser shall be entitled to retain, set off, deduct or adjust any claim against the Contractor from the money deposited with or becoming payable by the Purchaser.

## **6.0 Completion Period/Delivery Period:**

The installation and commissioning of Numerical Shunt Reactor Protection Relays, being a predominantly indoor work is proposed to be carried out during lean season (i.e. October March).

### **Total time of completion:**

Time is the essence of the contract.

**a) Delivery time:** The total completion period for submission & approval of drawings, design, manufacture and supply of material at Uri Power Station shall be 120 days from the date of issue of LOA. Any delay on part of NHPC shall be excluded from completion period. The date of delivery shall be reckoned from the day of issue date of supply order.

**b) Installation, Testing & Commissioning:** The installation & commissioning of the supplied relays along with the retrofitting material shall be taken up by the supplier. The supplier shall be liable to depute company's authorized personnel to project site for the successful installation & commissioning of supplied relay within **60 (Sixty) days** from the date of intimation (through Email) when the site shall be ready for installation & commissioning.

The actual date of deputation of Service Engineer for commissioning shall however be carried out in consultation with Engineer-In-Charge as per site requirement & availability of 400KV transmission line shutdown. Necessary shutdown from NRLDC/ Powergrid shall be made available to the bidder/firm by NHPC during the erection of the old relay and also during the final commissioning period.

## **7.0 Liquidated Damages:**

If the Seller/Service Provider fails to deliver any or all of the Goods/Services within the original/re-fixed delivery period(s) specified in the contract, the Buyer will be entitled to deduct/recover the Liquidated Damages for the delay, unless covered under Force Majeure conditions aforesaid, @ 0.5% of the contract value of delayed quantity per week or part of the week of delayed period as pre-estimated damages not exceeding 10% of the contract value of delayed quantity without any controversy/dispute of any sort whatsoever.

## **8.0 Agreement**

**8.1** After issue of the Letter of Intent / Award, the Purchaser shall prepare the Agreement on the stamp paper on the Form enclosed as Annexure C



for Supply & Erection contracts and the parties shall sign the said Agreement within 30 Days from the date of issue of Letter of Intent / Award. The expenses of completing and stamping the agreement shall be borne by the Contractor. The Contractor shall furnish 3 sets of such Contract Agreements to the Purchaser. After the Agreement, one original set shall be handed over to the Contractor and the remaining two sets shall be retained by the Purchaser.

- 8.2** After the bid has been accepted by the Purchaser, all orders or instructions to the Contractor shall, except as herein otherwise provided, be given by the Engineer-in-Charge or his authorised representative, in writing, on behalf of the Purchaser.

### **9.0 Integrity Pact**

To improve transparency and fairness in tendering process the Purchaser/ Employer is to implement a transparency pact. The Pre-Contract integrity pact, signed by all the bidder and the Purchaser/ Employer shall commit the persons/officials of both the parties, not to exercise any corrupt/fraudulent/collusive/coercive practices in the tendering process and also during implementation of the contract.

Pre-Contract Integrity Pact is to be executed on plain paper at the time of Submission of Bid and Pre-Contract Integrity Pact on non-judicial Stamp Paper of appropriate value (RS 100/-) shall be executed prior to signing of Notification of Award by the Successful bidder.

### **10.0 Warrantee:**

The equipment/ items shall be warranted against poor quality or workmanship of material or manufacturing defects for a minimum period of 12 months commencing upon the setting to work of item/ plant or 18 months from the date of despatch ~~whichever is earlier~~. During the Warrantee period the Supplier shall repair/replace the defected items free of cost and no conveyance or any other charges shall be paid. If any defect is not remedied within a reasonable time, the Purchaser may proceed to do the work at the Supplier's risk and expense, but without prejudice to other rights, which the Purchaser may have against the Supplier in respect of such defects

### **11.0 Transit Insurance:**

Transit Insurance shall be borne by the Supplier.

### **12.0 Earnest Money Deposit (EMD) :**

EMD amounting to Rs. 28,000/- shall be deposited through RTGS /NEFT or Valid MSE or Start-up or other Exemption certificate towards exemption of Bid Security / EMD as per GeM GTC. Bank Guarantee in any format shall not be considered. The bid of the bidder may be rejected if BG will be submitted for EMD.

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

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

## अस्वीकरण/Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
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.**

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

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।/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.

**---धन्यवाद/Thank You---**