

**बिड दस्तावेज़ / Bid Document**

बिड विवरण / Bid Details	
बिड बंद होने की तारीख/समय / Bid End Date/Time	28-02-2026 17:00:00
बिड खुलने की तारीख/समय / Bid Opening Date/Time	28-02-2026 17:30:00
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	402
वस्तु श्रेणी / Item Category	Bullet Resistance Jacket
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	Bullet Resistance Jacket
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Bullet Resistant Jackets (V4) ISI Marked to IS 17051, Bolt / Bullet Seal, Bullet Recovery Box, Rain Jacket (with Integrated Hood and Trouser), Resistance Box, Resistance Tube, Jacket Combat, Three Way Stopcocks, Winter Jacket, Digital Earth Resistance Meter
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	<ul style="list-style-type: none"> <li>Bullet Resistance Jacket (V3)</li> </ul>
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / MSE Relaxation for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Relaxation 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	7
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	732000

#### 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).	33

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

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

**एमआईआई खरीद वरीयता / MII Purchase Preference**

एमआईआई खरीद वरीयता / MII Purchase Preference	Yes
मेक इन इंडिया विक्रेताओं को खरीद में प्राथमिकता, यदि उनका मूल्य $L1+X\%$ तक की सीमा में है / Purchase Preference to MII sellers available upto price within $L1+X\%$	20
मेक इन इंडिया खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MII purchase preference	100
सार्वजनिक खरीद (मेक-इन-इंडिया को प्राथमिकता) आदेश 2017 के अनुसार केवल क्लास 1/क्लास 2 के स्थानीय आपूर्तिकर्ताओं को ही भागीदारी की अनुमति है दिनांक 16.09.2020 (समय-समय पर संशोधित एवं लागू) / Allow participation only from Class 1/Class 2 local suppliers as per the Public procurement(Preference to Make-in-india) order 2017 date 16.09.2020(as amended and applicable time to time)	Yes, in compliance with the MII ORDER : DPIIT Order(as amended and applicable time to time)

**एमएसई खरीद वरीयता/MSE Purchase Preference**

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं को खरीद में प्राथमिकता, यदि उनका मूल्य $L1+X\%$ तक की सीमा में हो / Purchase Preference to MSE OEMs available upto price within $L1+X\%$	15
सूक्ष्म और लघु उद्यम को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MSE purchase preference	100

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.

### **Bullet Resistance Jacket ( 402 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>
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#### **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
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क्र.सं./S.No.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Gurjinder Singh	193122,Assistant 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	402	60

## 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:

- Copy of PAN Card.
- Copy of GSTIN.
- Copy of Cancelled Cheque.
- Copy of EFT Mandate duly certified by Bank.

### 3. Buyer Added Bid Specific ATC

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

### 4. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

## **1 .0 Terms of Payment:**

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

100% 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:

- Evidence of despatch (GR/ LR etc./ e-way bill)
- Invoice in Triplicate along with detailed packing list.
- Inspection Report/ Despatch Instruction.
- Test Certificates, if any
- Insurance Intimation/ Cover (if any)
- Warrantee Certificate, if any
- 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.~~

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

~~Balance 10% of the Contract Price of the material supplied, Installation & Commissioning will be paid after successful installation & Commissioning of Air conditioner as per direction of Engineer in Charge.~~

## **2.0 Inspection:**

Inspection shall be carried out by Authorized representative of Purchaser at Central Store, Uri Power Station, NHPC Ltd., Boniyar after receipt of complete material. Inspection shall be carried out by Authorized representative of Purchaser at OEM/Firm premises as per approved QAP. The firm needs to submit Quality Assurance Plan (QAP) for acceptance by the NHPC. Necessary assistance of conducting the inspection shall be provided by the firm free of cost. Inspection call must be raised by firm at least 10 days prior readiness of material.

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

~~Group Senior Manager (Electrical) — Electrical Infra, Uri Power Station, NHPC LTD, Gingle, P.O. Mohura, Distt. Baramulla, Jammu & Kashmir shall be the Engineer In Charge of the aforesaid contract. Email:electrical-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/ Engineer-In-Charge:**

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

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

**Boniyaar, District-Baramulla**

**J&K, Pin-193122**

**All the correspondences regarding supply of materials, submission**

on 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** After issue of notification of the award, the Supplier/ Contractor shall furnish the requisite Performance Security (05% of Awarded Value) within specified period as per Gem Provisions [presently 14(fourteen) days] generally in case of catalogue/ category tenders or 28 (twenty eight) days in case of customized tenders in GeM / other tenders and it should remain valid for a period of 90 (ninety) days beyond the date of completion of all contractual obligations of the supplier, including warranty obligations.

- 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 warrantee 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 warrantee 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

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

- a) If the Contractor does not submit the Performance Security within the stipulated period due to any valid reason, Tender Inviting Authority may grant time extension for submission of performance security based on the request of Contractor. In case, the Contractor does not submit performance security without a valid reason, the Employer shall impose simple interest @12% per annum on the full amount of applicable performance security (along with applicable taxes, if any) for the period of delay in submission of performance security. The interest on delayed period shall be calculated on pro rata basis for number of delayed days.

The interest accrued shall be payable by the Contractor within 14 days from the date of intimation by Tender Inviting Authority in form of Bank Demand Draft/ Banker Cheque in favour of 'NHPC Ltd', otherwise the same shall be recovered from any payment due or become due against bills / any other amount lying with NHPC.

The delayed submission of Performance Security by the Contractor shall be recorded in substantial completion and final completion certificates. Further, no claim for extension of time for completion period or any other type of claim on account of delayed submission of performance security shall be entertained.

- b) If contractor fails to submit the Performance Security within 45 days (for the contracts having time for completion – up to 12 months) or 60 days (for the contracts having time for completion more than 12 months) from the date of issue of Letter of Award (LOA)/ GeM Contract, then following actions shall be taken against such Contractor
- (i) Award shall summarily be terminated.
  - (ii) EMD/ Bid security shall be forfeited.
  - (iii) The bidder shall be debarred/ banned to participate in the business dealings with NHPC for a period of one year.
  - (iv) The name of the Contractor shall be hosted on the NHPC website etc. as per existing norms of NHPC/ Govt. of India.
  - (v) Such defaulted contractor shall not be eligible to participate in the bidding process of re-tender of this procurement.
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- c) The performance security shall not be released till liquidated damages, if any, is pending for recovery.

The performance security will be forfeited and credited to the procuring entity's account in the event of a breach of contract by the contractor. It should be refunded to the contractor without interest, after he duly performs and completes the contract in all respects but not later than 90 (ninety) days of completion of all such obligations including the warranty

under the contract. Return of Bid/ Performance Securities should be monitored and delays should be avoided. If feasible, the details of these securities may be listed in the e-Procurement Portal, so as to make the process transparent and visible.

- d) The Insurance Surety Bonds as security instrument for Performance Security shall be applicable in all tenders and shall be governed as per Circular No. CCW/2023/194 dated 01.12.2023 and CC



W/2024/200 dated 19.02.2024. The irrevocable Insurance Surety Bond issued by an Indian Insurance Company registered under Insurance Act 1938 or as amended from time to time and approved by the Insurance Regulatory Development Authority of India (IRDAI) in Indian Currency (INR) only shall be acceptable.

- 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 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:**

The total completion period of 60 (Sixty) days from the date of issue of Supply Order/Purchase Order for complete Scope of Work covered under the contract.

## **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/fraudul

ent/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 24 months commencing upon the setting to work of item/ plant or 30 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. 7,32,000/- shall be deposited through RTGS /NEFT/BG or Valid MSE or Start-up or other Exemption certificate towards exemption of Bid Security / EMD as per GeM GTC. Bank Guarantee should be in the format provided in Bid document as per Annexure-B. Bank Guarantee in GEM format not considered and bid may be rejected.

13.0 Bidder has to mention make and model of the item and the compliance of all the specifications.

#### **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 shall ensure full compliance with all applicable labour laws, including the provisions, rules, schemes and guidelines under the four Labour Codes i.e. the Code on Wages, 2019; the Industrial Relations Code, 2020; the Occupational Safety, Health and Working Conditions Code, 2020; and the Code on Social Security, 2020 as and when notified and brought into force by the Government of India.**

**For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (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. and relevant State Rules) shall continue to remain applicable.**

**The Seller/ Service Providers shall, therefore, be responsible for ensuring compliance under:**

- **All notified and enforceable provisions of the new Labour Codes as mentioned hereinabove; and**
- **All operative provisions of the erstwhile Labour Laws until their complete substitution.**

**All obligations relating to wages, social security, safety, working conditions, industrial relations etc. and any other statutory requirements shall be strictly met by the Seller/ Service Provider. Any non-compliance shall constitute a breach of the contract and shall entitle the Buyer to take appropriate action in accordance with the contract and applicable law.**

[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 कार्यवाई 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---**