

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	03-02-2025 17:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	03-02-2025 17:30:00
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	N/a
Office Name/कार्यालय का नाम	Nhpc Ltd
क्रेता ईमेल/Buyer Email	buycon10.nl.hr@gembuyer.in
Total Quantity/कुल मात्रा	1
Item Category/मद केटेगरी	Supply, Installation & Commissioning of Portable gasoline engine driven hydraulic power pack for
GeMARPTS में खोजी गई स्ट्रिंग / Searched Strings used in GeMARPTS	Supply, Installation & Commissioning of Portable gasoline engine driven hydraulic power pack for radial gates for Uri-II PS.
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Category not available on GeM for the text string uploaded by the buyer
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	<ul style="list-style-type: none"> Engine Tool Kit
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	11 Lakh (s)
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

Bid Details/बिड विवरण	
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),OEM Authorization Certificate,Additional Doc 1 (Requested in ATC) *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?/	Yes
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No
Type of Bid/बिड का प्रकार	Two Packet Bid
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	3 Days
Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation
Arbitration Clause	No
Mediation Clause	No

EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	44000

ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)	5.00
Duration of ePBG required (Months) / ईपीबीजी की अपेक्षित अवधि (महीने).	22

(a). 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./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।

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

Beneficiary/लभार्थी :

NHPC Limited
NHPC Limited, Sector-33, Faridabad
(Nhpc Limited)

MII Purchase Preference/एमआईआई खरीद वरीयता

MII Purchase Preference/एमआईआई खरीद वरीयता	Yes
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MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

2. 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.

3. 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.

Excel Upload Required/एक्सेल में अपलोड किए जाने की आवश्यकता :

BOQ - [1736765992.xlsx](#)

Supply, Installation & Commissioning Of Portable Gasoline Engine Driven Hydraulic Power Pack For (1 set)

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

Technical Specifications/तकनीकी विशिष्टियाँ

Buyer Specification Document/क्रेता विशिष्टि दस्तावेज़	Download
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Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Ghanshyam Jatav	193123,Uri-II Power Station, NHPC Limited, Nowpora, Tehsil - Uri	1	120

Buyer added Bid Specific Additional Scope of Work

S.No.क्र.सं.	Document Title	Description	Applicable/रिवर्स प्रभार के अनुसार जीएसटी i.r.o. Items
1	SOW View	SOW	Supply, Installation & Commissioning Of Portable Gasoline Engine Driven Hydraulic Power Pack For(1)
2	TS View	TS	Supply, Installation & Commissioning Of Portable Gasoline Engine Driven Hydraulic Power Pack For(1)

The uploaded document only contains Buyer specific Additional Scope of Work and / or Drawings for the bid items added with due approval of Buyer's competent authority. Buyer has certified that these additional scope and drawings are generalized and would not lead to any restrictive bidding.

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

1. Generic

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

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**

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](#)

4. **Scope of Supply**

Scope of supply (Bid price to include all cost components) : Supply Installation Testing and Commissioning of Goods

5. **Buyer Added Bid Specific ATC**

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

6. **Generic**

Data Sheet of the product(s) offered in the bid, are to be uploaded along with the bid documents. Buyers can match and verify the Data Sheet with the product specifications offered. In case of any unexplained mismatch of technical parameters, the bid is liable for rejection.

7. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

SPECIFIC ADDITIONAL TERMS AND CONDITIONS

Supply, Installation, testing & Commissioning of Portable gasoline engine driven hydraulic power pack for Radial Gates
(Estimated amount Rs. 22,08,480/- (inclusive of GST & other taxes))

QUALIFYING CRITERIA

1. The Bidder shall furnish Earnest Money Deposit (EMD), for amount specified in the Bid Document only in the form of Demand draft/Banker's Cheque/BG/ Payment online through RTGS/NEFT/ internet banking in Beneficiary name: NHPC Ltd payable at SBI Uri Branch (Branch Code-02500, IFSC Code - SBIN0002500---NHPC A/C No. 31150155087). No exemption for submission of EMD shall be given to Authorized Dealers/ Distributors/ Service providers/Trade

rs etc. Only valid MSE registered seller/ StartUp companies are exempted from submission of EMD.

The bidders must fulfil the following minimum Qualifying Criteria:-

2. The bidder should be Manufacturer of the equipment **Portable gasoline engine driven hydraulic power pack**.

Or

The bidder should be authorized dealer/distributor of the manufacturer of quoted brands of the item of required configuration/specifications as specified in the NIT to quote on behalf of their Manufacturer, in case manufacturer does not quote directly. In such a case, the authorized dealer shall have to submit relevant 'Authorized Dealership' certificate from the manufacturer showing validity period.

3. A valid ISO certification of manufacturer for manufacturing the specified equipment/ system should be submitted with the bid.
4. In case a dealer is participating in a tender on behalf of one manufacturer, he is not allowed participating / quoting on behalf of another manufacturer in this tender or in a parallel tender for the same item. All such bids with same make/manufacturer will be rejected.
5. The Bidder should have supplied at least two similar equipment/systems of same capacity or higher in previous seven years. In support of the same, the bidder should submit authenticated copies of **supply orders for similar items issued by various clients with Bill of Quantities and completion certificate for above supply during last seven years** ending last day of month previous to the one in which applications are invited.

· Similar items means "**Supply, Installation, Commissioning of Portable gasoline engine driven hydraulic power pack, having engine capacity of 20 HP or more**".

- The reference date for considering the period for eligibility/ qualification requirements above shall be the last day of the month previous to the one in which tenders are invited.
 - In case of experience certificates produced by the contractors/firms for having executed works for private organizations, TDS certificate shall also be produced along with experience certificate.
6. The equipment/system supplied should have performed satisfactorily for one year from the date of commissioning. The bidder should furnish the performance report from the clients in support of performance criteria.

7. **Financial Criteria:**

a. **Turnover:**

The average annual financial turnover of 'The bidder' during the last three years, ending on 31st March 2024 should be at least 50% of the estimated cost (or equivalent in foreign currency at exchange rate prevalent on 31 March of the respective accounting year) as per the Annual Report (Audited Balance Sheet and Profit & Loss Account) of the relevant period, duly authenticated by a Chartered Accountant/ Cost Accountant in India or equivalent in relevant countries.

b. Working capital:

~~The working capital (current assets minus current liabilities) shall be equal to at least 3 times the monthly cash flow requirement i.e. Estimated cost of work*3/Supply period.~~

c. Net Worth:

~~The net worth of the bidder firm (manufacturer or principal or authorised representative) (i) should not be negative on 31st March 2023 and also (ii) if it is less than paid up equity share capital then it should not have been eroded by more than 30% (thirty percent) in the last three years, ending on 31st March 2023.~~

- d.** The bidders against whom proceedings for insolvency under the Insolvency and Bankruptcy Code 2016 (as amended time to time) have been started shall not be eligible for bidding.

Documents to be submitted by the bidder:-

- 1) Bidder shall submit the copy of Annual Report/Standalone audited Annual Financial Statement containing Balance Sheet, Profit & Loss Statement, cash flow statement, Auditor's Report thereon including all relevant schedules/annexures etc. of last three years.
 - 2) In case where the Audited financial results for the immediately preceding year are not available, then a statement of account as on the closing date of the immediately preceding financial year depicting the Turnover ~~Net Worth~~ (calculated as per laid down criteria) duly certified by their Statutory Auditor/Certified Public Accountant carrying out the statutory audit shall be enclosed with the Application along with copy of appointment letter of the statutory auditor.
 - 3) Wherever the Annual Report/duly notarized copies of Audited Printed Annual Financial Statement are in language other than English, then the copy duly translated & printed into English language and certified by approved/recognized English translator shall be submitted with the Application.
 - 4) For conversion to US\$ the exchange rate at the end of the respective accounting year shall be considered.
- 8.** The reference date for considering the period for eligibility / qualification requirements above shall be the last day of the month previous to the one in which tenders are invited.

9. 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.

To oversee the compliance under the Integrity Pact, Sh. Prabhash Singh and

Dr. Vinod Aggrawal have been appointed as an Independent External Monitors (IEM) by the owner. The Contact Address of IEM is as under:

Sh. Prabhash Singh, E7 M702, Housing Board Colony, Arera Colony, Bhopal, Madhya Pradesh- 462016 E-mail:- srgmhrbpl@gmail.com	Dr. Vinod Aggrawal, IAS (Retd). B-103, Sarvodaya Enclave, 2nd Floor, New Delhi-110017 E-mail:- arsv50@gmail.com
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10. The Bidder should not have been banned / de-listed / black listed / debarred from business or declared ineligible on the grounds mentioned in para 6 of Guidelines on Banning of Business Dealings (Annexure to Integrity Pact). Self-declaration in this regard is to be submitted as per enclosed Annexure-III.
11. The contractor may visit/survey the site condition before submitting their bids at own cost.
12. Bidder has to mention make and model of the item and the compliance of all the specifications. Bidder has to upload the compliance sheet at the time of submission of bid mentioning compliance and the offered value (wherever applicable) against specification as per requirement in Specification document

Special Condition of Contract (SCC)

This scope/ terms and conditions shall be read with the terms and conditions of GeM Portal. In case of any discrepancy, the provisions made here shall prevail.

1.0 Scope of Work:

The scope of this contract covers "Supply, Installation, testing & Commissioning of Portable gasoline engine driven hydraulic power pack for Radial Gate s" for Uri-II Power Station as per 'Schedule of Quantities & Prices' and per attached 'Technical Specifications'. The Contractor shall obey all the labor laws & statutory provisions during execution of work at their firm premises/at work place.

2.0 Prices and Taxes & Duties:

(i) Prices shall be Firm and on F.O.R destination basis i.e. at "Central Store, Uri-II Power Station, Uri, Baramulla, J&K" (This is most essential), inclusive of charges for packing, handling, forwarding, transportation, Installation, AMC and all applicable taxes & duties, including those assessed on the Employer. Further, the contract unit rates shall also be after taking into account the input tax credit and other benefits.

(ii) Taxes, duties and levies, as applicable twenty eight (28) days prior to deadline for submission of bids (including on transportation), shall be mentioned in Price Bid i.e. Schedule of Quantities & Prices.

(iii) All taxes & duties mentioned in the Price Bid as per the above shall be paid/ reimbursed against proper invoice as per rules and other relevant document, if any and restricted to the total amount of Taxes & Duties in Price Bid subject to clause mentioned below. No other taxes and duties shall be payable

le / reimbursable by NHPC. TDS wherever statutorily required under any Tax Act/ Rule shall be deducted and deposited and necessary certificate will be provided by the Employer.

(iv) Statutory variation, in Taxes and Duties or levy of any new Tax after 28 (Twenty Eight) days prior to deadline for submission of bid will be adjusted/reimbursed against production of documentary evidence.

(v) Invoice and other documents submitted by contractor for payment under interim payment certificate / final payment certificate, or any other payment under the contract shall be in accordance with the GST law. The contractor shall furnish a certificate along with interim payment certificate / final payment certificate that GST payable by him has been deposited /will be deposited to the Govt. Treasury.

(vi) The GSTIN along with relevant details has been indicated below for your ready reference.

Name of Project/Unit : Uri-II Power Station

Address of Principal place of business/ : Salal Power Station, J&K

Additional place of business

State : J&K

State Code : 01

GSTIN : 01AAACN0149C3ZB

3.0 Terms of Payment:

i. 70% amount for supplied items shall be released along with GST after delivery of material at Uri-II Power Station along with submission of relevant documents after successful inspection of equipment & materials within specified period.

ii. 30% amount of supplied items and 100% amount of installation charges shall be released after successful testing & commissioning and 15 days uninterrupted trial run of the system within specified period.

The following documents shall be presented by the firm for payment:

- Invoice in triplicate (One original and two copies).
- Detailed packing list / challan.
- LR copy.
- Guarantee / warrantee certificate.
- Inspection report and / or dispatch clearance.
- Calibration certificates of the Data logger and the sensors.
- General Authorization for Data Logger from OEM.
- Insurance declaration / document.

In case of MSE:

All the payments for the supplies and/ or services rendered by MSEs (Micro & Small Enterprises) Supplier/ Contractor under the Contract shall be release

d within forty five (45) days from the day of acceptance*. In case, payment are not released as mentioned above, NHPC shall pay the principal amount plus compound interest with monthly rests from the date of immediately following the date agreed upon @ three times of bank rates as notified by Reserve Bank of India from time to time.

* Day of Acceptance means - day of the actual delivery of goods or the rendering of services; where any objection is made in writing by the buyer regarding acceptance of goods or services within fifteen (15) days from the date of delivery of the goods or the rendering of services, the day on which such objection is removed by the Supplier.

In case of non-MSE:

All the payments for the supplies and/or services rendered by non-MSEs (non-Micro & Small Enterprises) Supplier/Contractor under the Contract shall be released within forty five (45) days from the receipt of invoice/ bills from the Contractor/ Supplier complete in all respect.

In case, payment are not released as mentioned above, NHPC shall pay the principal amount plus simple interest from the date immediately following the date agreed upon @ 6% (six percent) per annum.

Note: "Other than normal payment through NEFT/RTGS directly from NHPC Ltd, The MSME Vendors has an option to avail the TReDS facility. NHPC has registered itself on TReDS platform with M/s TREDIS Limited, CIN- U74999MH2016PLC281452, Registration No.: (Account no.): 1000005783, Communication address : A. TREDIS Ltd, Ashar IT Park, 11th Floor, Road No. 16Z,

Wagle Industrial Estate, Thane (West)-400604. The TReDS facilitates financing of invoices of MSMEs by way of discounting by financiers. MSMEs can upload the invoices in the system and NHPC Ltd. can accept the invoices in the system. Upon NHPC's acceptance, the Banks/ NBFCs can discount the invoices and can release the payment directly to the MSMEs. In this regard, MSME Vendors can refer to RBI guidelines available on website of RBI".

4.0 Completion period:

The total completion period shall be 04 (four) months from the date of issue of Supply Order, which includes supply, installation, testing, commissioning and trial run.

5.0 Liquidated Damages:

For supply: If the Contractor fails to attain completion of scope of work or any part thereof within the prescribed time for completion under clause 5.0 or any extension thereof, the contractor shall pay to the liquidated damages equal to the amount computed @ ½ (half) percent per week or part thereof of Contract Price plus applicable GST. The aggregate amount of such Liquidated damages shall in no case exceed 10% of the Contract Price. However cost compensation for any time extension shall not be paid.

6.0 Warranty Period:

The equipment/ items shall be warranted against poor quality or workmanship of material or manufacturing defects for a minimum period of 18 months from the date of supply or 12 months from the date of commissioning or standard warranty of the product offered by the Supplier/Original Equipment Ma

nufacturer (OEM), if higher. 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.

7.0 Transit Insurance:

Transit Insurance of all material shall be in scope of the contractor.

8.0 Inspection of Material:

Inspection shall be carried out by Authorized representative of purchaser at Central Store, Uri-II Power Station, NHPC, Uri, Baramulla, J&K-193123 after receipt of material.

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9.0 Engineer-In-Charge:

To be nominated by GM-HM, Uri-II Power Station, NHPC LTD, Nowpora, Tehsil-Uri, Distt- Baramulla, Jammu & Kashmir.

10.0 Paying Authority:

DGM (Finance), Uri-II Power Station, NHPC LTD, Nowpora, Tehsil-Uri, Distt.- Baramulla, Jammu & Kashmir. Contactups2fin@gmail.com

11.0 Competent Court of Jurisdiction:

- Any action taken or proceedings initiated on any of the terms of this Contract shall be only in the court of competent jurisdiction under the district court at Baramulla, UT of J&K.

Disclaimer/अस्वीकरण

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

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.

8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [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.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

All GeM Sellers / Service Providers are mandated to ensure compliance with all the applicable laws / acts / rules including but not limited to all Labour Laws such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972 etc. Any non-compliance will be treated as breach of contract and Buyer may take suitable actions as per GeM Contract.

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

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।

---Thank You/धन्यवाद---