

**बिड दस्तावेज़ / Bid Document**

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	27-04-2026 15:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	27-04-2026 15:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	150 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Coal
विभाग का नाम/Department Name	Materials Management
संगठन का नाम/Organisation Name	Nlc India Limited
कार्यालय का नाम/Office Name	Materials Management
कुल मात्रा/Total Quantity	10
वस्तु श्रेणी /Item Category	SMART CLASS EQUIPMENT WITH DIGITAL CONTENTS SOFTWARE (Q3)
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	Certificate (Requested in ATC),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
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?	No
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	1
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	3

बिड विवरण/Bid Details	
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / <b>Number of Auto Extension count</b>	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	3 Days
निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	Yes
Inspection to be carried out by Buyers own empanelled agency	Yes
Type Of Inspection	Pre Dispatch
Name of the Empanelled Inspection Agency/ Authority	BUREAU VERITAS INDIA PRIVATE LIMITED
Quality Assurance Plan document	<a href="#">1775121368.pdf</a>
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

#### ईएमडी विवरण/EMD Detail

आवश्यकता/Required	No
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#### 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).	22

(a). 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 :

CGM

MM Complex (P&M section) Dr.Rajendra Prasad Road; Block 27; Neyveli -607807 Dist: Cuddalore TN.  
(B Govindarajan)

**UIN Number NCTGC2415P**

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	50
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	25

#### Single Tender

Single Tender Applicable	Yes
Reason	The sources of supply are definitely known and possibility of fresh source(s) beyond those being tapped is remote.
List of Seller Organization for participation	EBIX SMARTCLASS EDUCATIONAL SERVICES PRIVATE LIMITED

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 25% (selected by Buyer) percentage of total quantity. The buyers are advised to refer the OM No. F.1/4/2021-PPD dated 18.05.2023 [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

### **3. Inspection of Stores by Nominated Inspection Authority / Agency of buyer or their authorized representatives**

An independent third party Professional Inspection Body can help buyer in mitigating buyer's risk with pre-dispatch/post-dispatch inspection in order to ensure that equipment, components, solutions and documentation conform to contractual requirements. The buyer has a right to inspect goods in reasonable manner and within reasonable time at any reasonable place as indicated in contract. Inspection Fee/ Charges (as pre-greed between buyer and Inspection Agency) would be borne by the buyer as per their internal arrangement but may be recovered from the seller if the consignment failed to conform to contractual specification and got rejected by the Inspection Officer .If so requested and accepted by the seller , initially seller may pay for inspection charges as applicable and get the same reimbursed from buyer if consignment accepted by the Inspecting Officer . For reimbursement seller has to submit proof of payment to Inspection Agency.

Seller/OEM shall send a notice in writing / e-mail to the Inspecting officer / inspection agency specifying the place of inspection as per contract and the Inspecting officer shall on receipt of such notice notify to the seller the date and time when the stores would be inspected. The seller shall, at his own expenses, afford to the Inspecting officer, all reasonable facilities as may be necessary for satisfying himself that the stores are being and or have been manufactured in accordance with the technical particulars governing the supply. The decision of the purchaser representative /inspection authority regarding acceptance / rejection of consignment shall be final and binding on the seller.

The Seller shall provide, without any extra charge, all materials, tools, labour and assistance of every kind which the Inspecting officer may demand of him for any test, and examination, other than special or independent test, which he shall require to be made on the seller's premises and the seller shall bear and pay all costs attendant thereon.

The seller shall also provide and deliver store / sample from consignment under inspection free of charge at any such place other than his premises as the Inspecting officer may specify for acceptance tests for which seller/OEM does not have the facilities or for special/ independent tests.

In the event of rejection of stores or any part thereof by the Inspecting officer basis testing outside owing to lack of test facility at sellers premises, the seller shall, on demand, pay to the buyer the costs incurred in the inspection and/or test. Cost of test shall be assessed at the rate charged by the Laboratory to private persons for similar work.

Inspector shall have the right to put all the stores or materials forming part of the same or any part thereof to such tests as he may like fit and proper as per QAP/governing specification. The seller shall not be entitled to object on any ground whatsoever to the method of testing adopted by the Inspecting officer.

Unless otherwise provided for in the contract, the quantity of the stores or materials expended in test will be borne by seller.

Inspecting officer is the Final Authority to Certify Performance / accept the consignment. The Inspecting officer's decision as regards the rejection shall be final and binding on the seller.

The seller shall if so required at his own expense shall mark or permit the Inspecting officer to mark all the approved stores with a recognised Government or purchaser's mark.

## SMART CLASS EQUIPMENT WITH DIGITAL CONTENTS SOFTWARE ( 10 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

[\\* जेम केटेगरी विशिष्टि के अनुसार / As per GeM Category Specification](#)

विवरण/Specification	विशिष्टि का नाम /Specification Name	बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values)
BASIC INFORMATION	<b>Type of Digital E Learning solution</b>	Smart Class With Digital Contents Software
CPU	CPU (Hint:- Select NA if not applicable )	Intel Core I5
	Processor Generation	Other
	<b>RAM (GB)</b>	8
	RAM upgradable upto (GB)	NA
	<b>Hard Disk Capacity (GB)</b>	1000
	Hard Disk Upgradable upto (GB)	NA
	Operating Systems preloaded/supplied alongwith CPU	Linux
Mini Computer	Processor of Mini Computer (Hint:- Select NA if not applicable )	NA
	<b>Number of bits of the processor</b>	NA
INTERACTIVE BOARD	Diagonal size of Interactive Board in inches Hint:- Select NA if not applicable )	74
	Number of touch points	NA
	<b>In built Speakers</b>	Yes
PROJECTOR	<b>Type of Projector (Hint:- Select NA if not applicable )</b>	NA

विवरण/Specification	विशिष्टि का नाम /Specification Name	बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values)
	Native Resolution	NA
	<b>Lowest range of Throw Ratio (Hint :- For example select 1:4 for lowest range for Throw ratio 1:4 to 2:2)</b>	NA
	Highest range of Throw Ratio Hint :- For example select 2:2 for highest range for Throw ratio 1:4 to 2:2)	NA
	<b>Projection Lamp</b>	NA
SPEAKERS	Rating of speakers in Wattage (Hint:- Select NA if not applicable )	NA
	<b>Speaker Type</b>	NA
UPS	Type of UPS offered	Offline
	Load power factor	NA
	Backup time (Minutes)	NA
	Type of enclosure	NA
	Availability of the type test report from central Govt/NABL/ILAC Accredited Lab	No
	<b>Warranty for UPS (Years)</b>	NA
	<b>Movable trolley for Batteries</b>	NA
	<b>Warranty for battery in years</b>	NA
<b>Degree of Protection of UPS</b>	NA	
CENTRAL CONTROL	<b>Central Controller</b>	NA
SOFTWARE	<b>Name of the Subjects for Digital E Learning</b>	NA
	<b>Method of Deployment</b>	NA

**Additional Specification Parameters - SMART CLASS EQUIPMENT WITH DIGITAL CONTENTS SOFTWARE ( 10 pieces )**

Specification Parameter Name	Bid Requirement (Allowed Values)
Technical Specifications: Android System Configuration: a. Android version: Android 11 or more b. RAM & ROM: DDR4, 4GB & EMMC 32GB or more c. Hotspot: Yes d. Bluetooth: Yes e. LAN port: Yes	Agreed / Deviation
OPS Module: a. CPU: Intel Core i5-10th Gen or high b. RAM: 8GB or more c. SSD, HDD : 256GB SSD, 1TB HDD or more d. Touch Points: 20 touchpoints e. Recording facility: Yes	Agreed / Deviation
f. Wireless content sharing : Yes g. Android and windows compatibility : Yes h. LED backlit display touch panel: 75 inches or more i. Backlit: D-LED Resolution: 3840 x 2160 j. Aspect Ratio: 16: 9 k. Screen protector: 4mm tempered AG Glass	Agreed / Deviation
The successful bidder shall be required to furnish the Combined Bank Guarantee for faithful performance and warranty for an amount equal to 5% of total order value for the period of 22 Months from the date of PO. Bulk supply within 30 Days	Agreed / Deviation
Warranty Period: General Guarantee for Warranty applicable for 24 months from the date of commissioning or 30 months from the date of receipt of material, whichever is earlier	Agreed / Deviation

\* Bidders offering must also comply with the additional specification parameters mentioned above.

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

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	K G Raj	607807, MINES SUB STORES, NEW SERVICE UNIT, NLC INDIA LIMITED, NEYVELI	10	30

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

## 1. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

### **Buyer Added Additional Terms & Conditions**

1. This tender is issued to procure ALL IN ONE INTERACTIVE FLAT PANEL WITH OPS on STE basis from M/s Ebix Smartclass Education Services Private Limited Hence, Offer received from M/s Ebix Smartclass Education Services Private Limited alone will be considered for evaluation.
2. Offered price to be including all taxes and other incidental charges (if any) for all the essential components & guaranteed spares requested in bid document.
3. Kindly mention the HSN Code of the product.
4. Offer of OEM only will be considered for evaluation, if offers from OEM and their authorized dealers/authorized distributors/resellers received for the same bid.
5. Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards.
6. The Bidders are requested to submit the requisite documents as per the Contract well in advance of the dispatch of the first consignment
7. Bidders are requested to furnish Eco friendly/Green energy products manufactured/Supplied if any.
8. MSME Sellers are requested to register themselves in TReDS portal. All the MSME payments will be made through TReDS service platform within the stipulated time.

### 9. **LAND BOUNDARY SHARING:**

Any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) **only if the bidder is registered with the Competent Authority**. Further, any bidder (including bidder from India) having specified Transfer of Technology (ToT) arrangement with an entity from a country which shares a land border with India, shall also require to be registered with the same competent authority.

### 10. **Affidavit**

***(Bidders are requested to furnish the accepted and signed affidavit in the firm's letter head as below along with the GeM Bid)***

We do hereby declare that the contents of the offer submitted against this tender have been submitted after fully understanding that the information contained in the offer and the documents enclosed/ provided along with the bid are true, correct and complete in every aspect and that if any information contained therein found to be false/incorrect/fabricated, offer shall be considered as null and void and we shall be liable for any penal action as per the provisions of Law for the time being in force.

I / We / Partner / Legal Attorney / Proprietor / Accredited Representative of our company declare that, we are submitting our offer / bid for the supply of equipments/ materials / works / services for this tender.

The contents/enclosures/documents of the offer are submitted after fully understanding that at all the information furnished by me / us are correct and true and complete in every respect and all documents/credentials submitted along with the offer/bid are genuine, authentic, true and valid.

During the verification of offer or even at a later date, if any information or document submitted by me/us found to be false /fabricated/ incorrect, the said offer shall be considered absolutely null and void and action as deemed fit shall be taken against me / us including forfeiture of EMD/Bid Guarantee/ Security Deposit /Contract Performance Guarantee and action of suspension/banning/debarring/ blacklisting of my / our firm (including all partners of the firm)/company as per the tender conditions and law.

**11. Declaration by the bidder regarding banning/debarring:**

***(The Declaration shall be given in the letter head of Bidding firm and to be signed by Authorised Signatory)***

I/We, hereby declare that our Firm/Entity/Company is not banned/debarred by any other Central Public Sector Enterprises (CPSEs)/Government Entities as on the date of original scheduled date of tender opening. I/We, hereby agree that in case while processing the tender or during post award of tender, any such banned/debarred instances by other Central Public Sector Enterprises (CPSEs) / Government Entities, is known to NLCIL, the same will amount to the suppression of the material information, and our offer / bid will be disqualified by NLCIL, if the tender is under process. If already awarded, then the Purchase Order/Contract will be terminated by NLCIL.

In the above circumstances, I/We, will not have any claim on NLCIL towards such disqualification or termination of Contract/Purchase Order.

Signature:

Name in Block Letter:

Designation:

Date:

Company Seal:

Note: "Any firm which is placed under Suspension/ Banning by NLCIL will not be allowed to participate in any tender issued on or after the date of suspension/banning order and also if that firm has already participated in any tender, which is under process their bid will not be considered for further processing."

**12. This tender is also governed by the following conditions:**

**i. Combined Bank Guarantee for Contract Performance (CBG):**

The successful bidder shall be required to furnish the Combined Bank Guarantee for faithful performance and warranty for an amount equal to 5% of total order value for the period of 22 Months from the date of PO.

**ii. General Guarantee for Warranty (GGW):**

The successful bidder shall be required to furnish General Guarantee for Warranty (GGW) in NLCIL standard format in non-judicial stamp paper of value Rs.80/- as per format available NLCIL web site [www.nlcindia.in](http://www.nlcindia.in) for 24 months from the date of commissioning or 30 months from the date of receipt of material, whichever is earlier

**iii. The following Declaration shall be given in the letter head of Bidding firm and to be signed by Authorized Signatory**

"We confirm to submit a Bank guarantee on Rs.80/- Non Judicial stamp paper for performance of Contract for 5% of the total order value, within 60 days from the date of purchase order or within delivery period prescribed in the purchase order, whichever is earlier as per bid condition. If the Bank guarantee is not submitted within the due date or sent in a different format either NLCIL or GeM, NLCIL shall have the option, either to cancel the order at the risk and cost of the seller and / or to reject the guarantee at NLCIL"s discretion"

**iv. Successful bidder is requested to submit Hardcopy of GGW & CBG/e-PBG within 60 days from the date of GeM contract.**

Chief General Manager

MM Complex (P&M section)

Dr.Rajendra Prasad Road;

Block 27; Neyveli -607807 Dist: Cuddalore TN.

**v. Payment will be made only after receipt and acceptance of CBG/ePBG & GGW by NLCIL.**

**13. Local content Certificate:**

**Local Content Certificate should contain following details:**

- (i) GeM Bid number
- (ii) Material Description
- (iii) Percentage of Local Content for evaluating the bidder as Class-I local supplier or Class-II local supplier
- (iv) Place of local addition

Local Content certificate can be considered after verifying the availability of the above points in the Local Content Certificate

**14. PRICE FALL CLAUSE:**

"The Bidder undertakes that it has not offered to supply/supplied/is not supplying same or similar product / systems or sub systems at a price lower than that offered in the present bid in respect of any Organization / Ministry / Department of the Govt. of India or other PSU or any other private organization during the currency of the contract and if it is found at any stage that same or similar product / systems or sub systems was supplied by the bidder to any Organization / Ministry / Department of the Govt. of India or other PSU or any other private organization at a lower price during the currency of the contract, then that very price will be applicable to the present case and the difference in the cost would be refunded by the bidder to buyer, if the contract has already been concluded."

**Signature of the Bidder:**

**Company's Seal:**

**Date:**

**Place:**

**15. Bid Price:**

"Bidders are advised to quote the most competitive price in the initial bid itself."

**16. Delivery Schedule:**

Delivery Type	From Day	To Day	Quantity
Supply (Bulk)	0	30	10

\*However earlier supply will be appreciated.

**17. Payment Terms: -**

Payment made within 45 days after receipt and acceptance of Goods, GGW, CBG/ e-PBG and generation of "Goods CRAC" (Consignee Receipt and Acceptance Certificate) subject to recoveries, if any, either on account of short supply or Liquidated Damages etc. for delay in supply.

**The bidder has to furnish their responses duly signed and stamped, with relevant supporting documents wherever applicable to the Terms & Conditions, Technical Specifications and Questionnaire given in custom Bid specifications document.**

Bidder shall agree all conditions and attach relevant documents requested in the bid document duly signed with company seal.

**Signature of the Seller:**

**Company's Seal:**

**Date:**

**Place:**

## 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 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---**