

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	27-05-2026 15:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	27-05-2026 15:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	120 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Pmo
विभाग का नाम/Department Name	Department Of Atomic Energy
संगठन का नाम/Organisation Name	Nuclear Power Corporation Of India Limited
कार्यालय का नाम/Office Name	Rajasthan
वस्तु श्रेणी /Item Category	Refilling of Industrial Gases in Cylinders - Liquid Chlorine Gas; Metric Ton (MT)
अनुबंध अवधि /Contract Period	2 Year(s)
वर्षों के अनुभव एवं टर्नओवर से एमएसई को छूट प्राप्त है / MSE Relaxation for Years Of Experience and Turnover	Yes Complete
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Relaxation for Years Of Experience and Turnover	Yes Complete
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (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 दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेन् 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	3

बिड विवरण/Bid Details	
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	1
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	7 Days
Payment Timelines	Payments shall be made to the Seller within 10 days of issue of service delivery acceptance certificate (SDAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC)
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	99418

ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	AXIS BANK LTD
ईपीबीजी प्रतिशत (%) /ePBG Percentage(%)	5.00
ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).	26

(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 :

SITE DIRECTOR NPCIL RR SITE
NUCLEAR POWER CORPORATION OF INDIA LIMITED, RAWATBHATA RAJASTHAN SITE, PO:ANUSHAKTI, Via-KOTA
,RAJASTHAN-323303
(Site Director)

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

एमआईआई अनुपालन/MII Compliance

एमआईआई अनुपालन/MII Compliance	Yes
-------------------------------	-----

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

ट्रेड्स भुगतान संबंधी विवरण/TReDS Payment Details

This Bid provides for Trade Receivables Discounting System (TReDS) as Preferred mode of payment. For MSME sellers, payments may be processed through a TReDS exchange in which the Buyer is registered, subject to applicable policy and regulatory guidelines. Accordingly, sellers intending to avail payment through TReDS are required to be registered with at least one TReDS exchange in which the buyer is registered.

1. If the bidder is a Micro or Small Enterprise as per latest orders issued by Ministry of MSME, the bidder shall be relaxed from the eligibility criteria of "Experience Criteria" as defined above subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Experience Criteria, shall upload the supporting documents to prove his eligibility for Relaxation.
2. If the bidder is a Micro or Small Enterprise (MSE) as per latest orders issued by Ministry of MSME, the bidder shall be relaxed from the eligibility criteria of "Bidder Turnover" as defined above subject to meeting of quality and technical specifications. If the bidder itself is MSE OEM of the offered products, it would be relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover, shall upload the supporting documents to prove his eligibility for Relaxation.
3. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed from the the eligibility criteria of "Experience Criteria" as defined above subject to their meeting of quality and technical specifications. The bidder seeking Relaxation from Experience Criteria, shall upload the supporting documents to prove his eligibility for Relaxation.
4. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed from the the eligibility criteria of "Bidder Turnover" as defined above subject to their meeting of quality and technical specifications. If the bidder is DPIIT Registered OEM of the offered products, it would be relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover shall upload the supporting documents to prove his eligibility for Relaxation.
5. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs 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 the Purchase preference 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 service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price

within L-1+ 15% of margin of purchase preference /price band as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price. The buyers are advised to refer to the [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 the credentials of the service provider are validated on-line in GeM profile as well as validated and approved by the Buyer after evaluation of submitted documents.

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

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

Scope of Work:[1778057749.pdf](#)

Refilling Of Industrial Gases In Cylinders - Liquid Chlorine Gas; Metric Ton (MT) (400)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Type of Industrial Gases	Liquid Chlorine Gas
Unit of Measurement	Metric Ton (MT)
एडऑन /Addon(s)	
Repair/Replacement of Damaged Cylinder Valves	Yes
Repair/Replacement of Defective Cylinder Spindles	NA
Hydro Testing of Cylinder	Yes
Painting of Cylinders	NA
Repair/Replacement of Cylinder Cap/Guards	NA
Repair/Replacement of Neck Ring	NA
Repair/Replacement of Gland Nut	NA
Removal of Oil traces	NA
Painting of Labels on cylinder	NA
Chemical Wash of Cylinder	NA
Purging of Cylinders	NA
Additional Testing of Cylinders	NA
Cylinder Pre Conditioning	NA

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	No
--	----

अतिरिक्त विशिष्टि दस्तावेज /Additional Specification Documents

परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Estimated Quantity (as per Unit of Measurement selected by buyer)	अतिरिक्त आवश्यकता /Additional Requirement
1	Ninad Silvester Kantela	323307,Contracts & Material Management, RAPS Hospital PO-Bhabha Nagar Rawatbhata Via-Kota Rajasthan Which is about 50 Kms. away from Kota.	400	<ul style="list-style-type: none">Estimated no. of defective cylinder valves to be repaired/replaced : 25Estimated no. of cylinders for Hydro testing : 35

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

1. Generic

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

2. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

Documents to be submitted by the bidder/s along with the bid

Following documents shall be submitted by the bidder(s) along with the bid:-

(1) Undertaking/Declaration to Clause No. 29 of GeM GTC : Bidder has to submit declaration in the attached format (Annexure-D under Buyer added specific ATC) on Company's Letter Head. **(Additional Doc-1)**

(2) Undertaking/Declaration duly signed by the bidder as per ATC Clause "MSE Benefits" which is required to be submitted alongwith Udyam Registration Certificate for availing MSE benefits, if applied being a Manufacturer of the offered product(s)/ tendered item(s). **(Additional Doc-2)**

(3) 'Mandate Form' and 'Annexure-'F' as per attached format (under Buyer added specific ATC) for 'Declaration Form for GST'. **(Additional Doc-3)**

(4) A sample format for Make in India Order (Annexure-M) is attached (under Buyer added specific ATC) for compliance of 'Make in India Order'. Bidder has to furnish declaration of Original Equipment Manufacturer (OEM) to comply Make in India Order. **(Additional Doc-4)**

Annexure-I

Price bid evaluation and Mismatch between "Total price quoted by bidder in GeM financial bid and total of

price of all items uploaded “price bid breakup/ SOQR” shall be governed as per **Annexure-I** (under Buyer added specific ATC).

Annexure-II

Banning of business dealings by NPCIL/ Buyer shall be governed as per **Annexure-II** (under Buyer added specific ATC).

Specifications Compliance Sheet

‘Specifications Compliance Sheet’ duly filled & signed by the bidder.

Representation

Documents not submitted along with the bid and clarifications sought during the evaluation stage, but now being submitted during representation shall not be considered, for evaluation.

Documents related to Payment

The seller shall submit following documents to the Paying Authority directly, immediately after dispatching material to the Consignee :-

- A. Original invoice clearly marked for ‘Bill to’ and ‘Shipped to’
- B. Annexure-F (copy enclosed under Buyer added specific ATC)
- C. Seller’s Bank details
- D. E-invoice if applicable to seller based on his turnover
- E. Test certificate (if applicable)

As payment is to be released in a time bound manner, non-receipt of these documents in time may lead to rejection of supplies.

MSE Benefits

- A. Only service providers quoting for services rendered by them shall be eligible for availing benefits under the Public Procurement Policy for MSEs Order 2012. Dealers/Distributors/Sole Agents/Resellers/Traders/Stockists will not be considered for benefits under the subject policy and are required to pay requisite EMD as stipulated in the Bid document.
- B. ***Seller declaration stating that the offered services will be rendered by them shall be submitted along with the bid, at Additional Doc-2 link only.***

Online Payment of EMD and e-PBG

Option 1 : Go to [link https://www.onlinesbi.sbi/sbicollect/icollecthome.htm?aralID=-913530096](https://www.onlinesbi.sbi/sbicollect/icollecthome.htm?aralID=-913530096)

Option 2 : Visit SBI website -> SB Collect -> Select Category as PSU-> Filter ‘State’ Rajasthan and Search for “**NPCIL 1 AND 2**”

Steps to be followed for making remittance :-

- * Click on the **Payment Category** and Select **EMD** (Earnest Money Deposit) / **ePBG** (Performance Bank Guarantee) option.
- * Enter the required details in the given format and review the details to ensure accuracy and click o

n the Next button.

- * Choose from the different modes of payment such as Debit card, Credit Card, internet banking, UPI etc., and make the payment.
- * Save / download the receipt generated for reference and **upload a copy of receipt alongwith the bid in case of EMD.**
- * Save / download the receipt generated for reference and a copy of receipt may be forwarded on Buyer's e-mail ID in case of ePBG and a copy of the same may also be uploaded on GeM portal against the GeM Contract.

Electronic Bank Guarantee (eBG) from NeSL portal

As per OM issued by Department of Expenditure, Ministry of Finance, e-Bank Guarantee is acceptable as Bid Security (EMD) and Performance Security (ePBG) and hence following information may be noted by the bidders in case of submission of Electronic Bank Guarantee (eBG) from NeSL portal.

Sr. No	Description	Details
1	Beneficiary PAN	AAACN3154F
2	Beneficiary NAME	Nuclear Power Corporation of India Ltd.
3	Date of Incorporation	03/09/1987
4	Beneficiary Email ID	Will be provided to successful bidder
5	Contact Number	Will be provided to successful bidder
6	Legal Constitution of the Party	Company (CIN - U40104MH1987GOI149458)
7	Registered office address	16th floor, World Trade Centre-1, Cuffe Parade, Colaba, Mumbai
8	Registered Office address Pin code	400005
9	Communication address	NPCIL, RR SITE, CMM, PO: Anushakti, Vijay Bhawan, Rawatbhata, Via-Kota, Rajasthan
10	Communication address Pin code	323303

Important Instructions to the Sellers

In the event of GeM Contract, following instructions shall be followed by the Seller:-

A. DELIVERY SCHEDULE

Date of delivery of the Stores stipulated in the Contract, shall be the essence of the Contract and delivery of Stores must be completed by the dates specified therein. Unless otherwise agreed, the Contract shall come into force from the date of issue of priced Purchase Order (Effective Date) and accordingly contractual delivery period shall be reckoned from that date for the purpose of fixing Contractual Delivery Date (CDD).

However, in case of exceptional circumstances as mentioned in GeM GTC, request for extension in delivery period may be made by Seller on GeM portal. Simultaneously, an e-mail for extension in delivery period along with reason for delay in supply may be sent to e-mail ID of Buyer as mentioned in the Contract which will be reviewed by the Competent Authority before issuing of the amendment, if any on GeM portal and hence, repeated request on GeM portal for extension of delivery period may be avoided by the Seller till acceptance of the buyer since, the same gets auto cancelled by the system.

Invoice may be uploaded on GeM portal by the Seller immediately after dispatch of material otherwise system will not allow the Seller to upload the invoice on GeM portal after expiry of the Contract Delivery Period as mentioned in the Contract.

B. Supplier may ensure the driver to reach plant premise with all documents as listed below:-

- a) Original Aadhar card of driver and helpers.
 - b) Original valid Driving license of driver (for heavy duty vehicle, driver may come with heavy duty license)
 - c) Original valid RC (Registration card) of vehicle.
 - d) Original Fitness Certificate.
 - e) Road Tax must be paid till the date.
 - f) Original valid insurance papers of vehicle.
 - g) Copy of LR/Invoice/Challan

The driver is requested to reach plant site from 09.00 AM to 03.00 PM of any working day.

Supplier may intimate the dispatch of material to the Consignee at his e-mail ID as mentioned in the GeM contract, alongwith all the details of driver and helpers, one or more days before for the Gate pass process and other necessary actions.

REPRESENTATION DURING BIDDING PERIOD

Representation/Clarifications window as available on GeM portal can be used by the bidder/s, if required which will be opened and applicable for the prescribed time during the bidding period as per GeM. Bidders are advised to use the same which shall be duly responded by the concerned Buyer before the opening of the subject bid. Buyer may not be held responsible for addressing the clarification/representation asked by the bidder/s through any other mode/ outside GeM beyond the prescribed time.

TReDs

TReDs MSME Ministry, GoI vide notification dtd 02.11.2018 has mandated all CPSE to get on boarded on the TReDS. As per the above directives of MSME Ministry, NPCIL is already registered with RXIL. TReDS is an electronic platform for facilitating the financing / discounting of trade receivables of Micro, Small and Medium Enterprises (MSMEs) through multiple financiers. These receivables can be due from corporates and other buyers, including Government Departments and Public Sector Undertakings (PSUs). Both Buyer and the Seller must be registered on the TReDS platform for financing / factoring of trade receivables of the MSME Seller. Currently, there are four RBI-approved platforms: Receivables Exchange of India Ltd. (RXIL), A Trends Ltd. (Invoicemart), C2treds and Mynd Solutions Pvt. Ltd. (M1xchange). NPCIL also encourages its seller to register on RXIL trades Platform. In view of the above, you are requested to register on RXIL trades Platform.

form at the earliest. For registration process, bill discounting & other complete details/FAQs and correctness of above information including current interest rates, terms & condition etc., seller may visit the <https://www.rxil.in>.

Forms of EMD and PBG

- A. Bidders can also submit the EMD with Account Payee Demand Draft in favour of Manager (F&A) NPCIL RR Site payable at Rawatbhata, Rajasthan. Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.
- B. Bidders can also submit the EMD with Fixed Deposit Receipt made out or pledged in the name of A/C Manager (F&A) NPCIL RR Site. The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of EMD, the FDR will be released in the favour of the bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Bidder has to upload scanned copy/ proof of the FDR along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date/ Bid Opening date.
- C. Bidders can also submit the EMD with Banker's Cheque in favour of Manager (F&A) NPCIL RR Site payable at Rawatbhata, Rajasthan. Bidder has to upload scanned copy / proof of the BC along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

EMD/e-PBG DOCUMENTS

Original documents of EMD as applicable (i.e. BG/DD/Cheque, etc. if any), may please be sent through India Speed Post at following address within 05 working days of bid opening.

Original documents of e-PBG as applicable (i.e. BG/DD/Cheque, etc. if any), may please be sent through India Speed Post at following address within 15 working days of Purchase Order Date.

Address:

Sr. Manager (C&MM)

Nuclear Power Corporation of India Limited (A Government of India Enterprise)

Contracts & Materials Management Wing.

Ground Floor, Parmanu Vijay Bhawan,

Rawatbhata Rajasthan Site,

PO Anushakti, Via-Kota,

Rajasthan-323303

Free Issue Material(FIM)

Free Issue Material issued by NPCIL as per scope of work in the tender shall be safeguarded by an Indemnity Bond and Insurance Policy towards the full value of FIM. The Indemnity Bond shall be submitted by the Seller as per attached format only. The Seller shall be responsible for the safety & preservation of the FIM during the contract execution period. The Seller shall take all necessary precautions against any loss, deterioration, or destruction of the FIM from whatever cause arising whilst the said material remains in his possession and/ or his custody or control. The decision as to whether the Seller has occasioned any loss, deterioration or destruction of the FIM whilst in his possession custody or control from whatever cause arising, as also the decision regarding quantum of the damages suffered by the Buyer shall be final and binding upon the Seller.

Documents against FIM:

The Seller shall collect the FIM from Purchaser's Stores at sites and shall submit the following documents after award of contract :-

A-Indemnity Bond: The Seller shall indemnify the Purchaser and keep the Purchaser indemnified to the extent of full value of Free Issue Material (FIM) i.e. Rs. 800000/- issued by the Purchaser for refilling of tonners at Seller's works outside Purchaser's site.

B-Insurance Policy. The Insurance Policy (For the full value of Free Issue Material) shall be valid till the contractual/actual delivery date or till the execution of the Contract and shall cover the following:

INSURED	Seller's Name and Address
BENEFICIARY	Station Director, NPCIL RR Site
RISKS COVERED	Any loss or damage to the Purchaser's material due to fire, riot, burglary, strike, theft, and any damages arising out of external sources such as damages due to the materials falling on Purchaser's materials

NOTE: Engineer-In-Charge of NPCIL User Group shall be responsible for full accounting & return of Free Issue Material (FIM) after completion of Job.

3. Buyer Added Bid Specific ATC

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

अस्वीकरण/Disclaimer

The Additional Terms and Conditions (ATC) have been incorporated by the Buyer after approval of their Competent Authority. The Buyer, is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any restriction arising in the bidding process due to these ATCs and including the modification of technical specifications and / or terms and conditions governing the bid. All representations / grievances pertaining to the ATC clauses shall be raised with the buyer organization directly and not with GeM. If any of the clause(s) is/are incorporated by the Buyer regarding the following, the bid & resultant contract shall be treated as null & void. Further, GeM reserves the right, at its sole discretion, to cancel the bid forthwith, without issuance of any prior notice or intimation :-

1. Publishing Custom / BOQ bids for items for which regular GeM categories are available (unless such Custom / BOQ item is bunched with the major regular product Category Item).
2. Mandating procurement of / from specific Brand / Make / Model / Manufacturer / Dealer except in case of

Single Bid / Proprietary Article Certificate (PAC) Buying.

3. Inclusion of disqualification criteria related to suspension of seller / service provider, where such suspension period has already expired.
4. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
5. Publishing bids on GeM for procurement of works.
6. Procurement of Goods by creating a Service bid on GeM & vice-versa.
7. Seeking sample with bid or approval of samples during bid evaluation process. However, trial / sample, as the case may be, shall be permitted in cases where trial / sample are allowed as per approved and published procurement policy of the Buyers' controlling Ministry / Department / State / Public Sector Enterprises Headquarters. If there is any violation of trial / sample clause with regard to approved policy of the Buyers' Ministry / Department / State / Public Sector Enterprises Headquarters, then this is to be determined and redressed by the concerned Buyer Organisation only.
8. Seeking experience from specific organization / department / institute only or from foreign / export experience.
9. Creating bid for items from incorrect categories.
10. Reference of conditions published on any external site or reference to external documents/clauses.
11. Asking for any Tender fee / Bid Participation fee, as the case may be.
12. Buyer added ATC Clauses which are in contravention of clauses defined in bid detail section, including specifications, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by the applicable GeM GTC.
13. Any ATC clause in contravention with GeM GTC Clause 4 (xiii) (h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
14. 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 catalogues 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. 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.

This Bid is governed by the General Terms and Conditions, conditions stipulated in Bid and Service Level Agreement specific to the Service, as the case may be, as provided in the Marketplace.

However, in case of Service, if any condition specified in General Terms and Conditions is

contradicted by the conditions stipulated in Service Level Agreement specific to said Service, then it will over-ride the conditions in the General Terms and Conditions.

This Bid is governed by the [सामान्य नियम और शर्तें/General Terms and Conditions](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in सामान्य नियम और शर्तें/General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in 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---