बिड संख्या/Bid Number: GEM/2026/B/8191959
दिनांक /Dated: 02-11-2026

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	13-11-2026 15:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	14-11-2026 15:00:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	180 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Steel
विभाग का नाम/Department Name	Nmdc Limited
संगठन का नाम/Organisation Name	Nmdc Limited
कार्यालय का नाम/Office Name	Kirandul Complex
शिकायत निवारण के संपर्क विवरण/ Contact details of Grievance redressal	HOD Email id :kdl_gemprimaryuser@nmdc.co.in Buyer Email id: neetu@nmdc.co.in
कुल मात्रा/Total Quantity	1
वस्तु श्रेणी /Item Category	CPR Training Mannequin
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	CPR Training MannequiN
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Manikins for CPR with Airway Training, Anatomy Structure Model (V3), Complete Central Line Training Solution, Manikin for Intravenous Training Arm (V2), Ventilation Management Training Simulator, Manikin for Basic Life Support Training, Obstetrical (OB) Manikin for Child Birth Training (V2), Manikin for Tracheal Intubation Training, Shorts - Sports, Manikin for Skin & Fascia Suturing Training
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	• Manikin for Tracheal Intubation Training • Manikins for CPR with Airway Training • Medical Training kit with Human mannequins for medical education or training
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

बिड विवरण/Bid Details	
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Compliance of BoQ specification and supporting document *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 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	5
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	2
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	2 Days
निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
Payment Timelines	Payments shall be made to the Seller within **30** days of issue of consignee receipt-cum-acceptance certificate (CRAC) 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

आवश्यकता/Required	No

ईपीबीजी विवरण /ePBG Detail

आवश्यकता/Required	No

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

एमआईआई खरीद वरीयता/MII Purchase Preference

एमआईआई खरीद वरीयता/MII Purchase Preference	No

एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं/सेवा प्रदाता को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% / Purchase Preference to MSE OEMs/ Service Provider available upto price within L1+X%	15
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माता/सेवा प्रदाता को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Percentage of Bid quantity/amount for MSE OEMs/ Service Provider Purchase preference	25

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. **Purchase preference to Micro and Small Enterprises (MSEs):** Purchase preference will be given to MSEs having valid Udyam Certificate 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. In respect of bid for Services, the bidder must be the Service provider of the offered Service. 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. 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 in case of product bids, whereas in case of services the eligibility is automatically validated. 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.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.

CPR Training Mannequin (1 pieces)

तकनीकी विशिष्टियाँ /Technical Specifications

क्रेता विशिष्टि दस्तावेज़ /Buyer Specification Document	Download

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

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Mohammad Mehboob Ullah	494556,NMDC LIMITED, KIRANDUL COMPLEX	1	120

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

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 up to 25% of the contracted quantity during the currency of the contract at the contracted rates. The delivery period of quantity shall commence from the last date of original delivery order and in cases where option clause is exercised during the extended delivery period the additional time shall commence from the last date of extended delivery period. The additional delivery time shall be (Increased quantity ÷ Original quantity) × Original delivery period (in days), subject to minimum of 30 days. If the original delivery period is less than 30 days, the additional time equals the original delivery period. The Purchaser may extend this calculated delivery duration up to the original delivery period while exercising the option clause. Bidders must comply with these terms.

2. **Scope of Supply**

   Scope of supply (Bid price to include all cost components) : Only supply of Goods

3. **Purchase Preference (Centre)**

   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, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. 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. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for percentage of 25% of total value.

4. **Buyer Added Bid Specific ATC**

   Buyer Added text based ATC clauses

   ADDITIONAL TERMS AND CONDITIONS

   PR No – 1100002026

   FLM file no. NMDC/KDL/MEDICAL/2024/151

1. **For any Techno-Commercial clarification against this tender, please contact following:**

   Name: Smt. Neetu Dewangan

   Designation: Manager (Matls)

   Email: neetu@nmdc.co.in

   Contact No.: 8965931512

   Name: Shri. Susheel Gupta

   Designation: AGM (Matls)

   Email: scgupta@nmdc.co.in

   Contact No.: 93290-82511

   Name: Shri. Samya Bhookya

   Designation: GM (Matls)

   Email: bsamya@nmdc.co.in

   Contact No.: 94255-91021

2. **Quoted price should be firm & fixed for the entire supply/delivery period inclusive of Packing & Forwarding, Freight & Insurance charges and GST as applicable as per GEM Price Form at on FOR Destination basis to be unloaded at Hilltop Stores, Kirandul (C.G.) which is approximately 10KM from Kirandul Main Stores.**
3. **Mandatory Documents to be submitted:**

   a. **Please upload complete technical specification in your company letter head mentioning the make.**

   b. **Please upload the complete acceptance of all terms and conditions as per the attached ATC doc.**

4. **MSE Purchase Preference:-** For MSE benefits, bidder shall apply in GEM portal for Purchase Preference. MSE purchase preference as per Govt guidelines shall be considered only for manufacturers registered with UDYAM certificate and not for Traders/Distributors/Dealers/Resellers.

5. **WARRANTY:** Standard warranty required as 60 months from the date of receipt & acceptance or 66 months from the date of dispatch, whichever is earlier against any Manufacturing defects, faulty materials and bad workmanship. The warranty should be comprehensive and cover all bought-out items that go in to Manufacturing of the item. Any defects noticed during the warranty period shall have to be rectified or materials replaced at your cost. Materials not confirming to specifications shall be rejected and returned to the supplier at their risk and cost.

6. **INSPECTION:** Inspection of the materials shall be carried out after receipt of the materials at our project site which will be final & binding. In case the stores supplied are rejected either fully or partly on account of defects, bad workmanship or other reasons, the supplier will have to arrange for free replacement of the same up to destination point. The freight and incidental charges for return of the rejected materials will have to be borne by the supplier. In case rejected materials are not collected with 30 days after receipt of rejection notice no liability in respect of loss, damage deterioration etc. shall lie with the corporation.

7. **Delivery Period: -** The indented item is required urgently at our Project. You are requested to quote the shortest delivery period in your offer. In case delivery period is not mentioned by the bidder, the delivery period mentioned in GEM Bid will be applicable

8. **Payment terms: 1) NO advance payment terms are acceptable.**
   2) 100% payment with 100% applicable GST within 30 days will be released on receipt and acceptance of material at our store location on submission of invoice copy. Further invoice s

hall be uploaded in NMDC vendor invoice management (VIM) portal to process further for release of payment.

9. As part of NMDC's commitment towards having more transparent & automated bills payable processing, NMDC has developed Vendor Invoice Management (VIM) Portal an advanced digital solution for Invoice Processing. Bidders have to register themselves in Vendor Self Service Portal https://vim.nmdc.co.in/velocious-portal-app/ which facilitate Vendors to submit invoice through Web Portal. It is mandatory for vendors to submit their invoices through Vendor Invoice Management Portal for payment processing.

For creating the vendor code, all the bidders are required to submit the followings documents along with their offer:

1. **GSTIN Certificate**
2. **Certificate of Incorporation**
3. **PAN Card Copy**
4. **UDYAM Registration, if applicable**
5. **Bank Mandate form (Sealed & signed)**
6. **Bank Details with cancelled Cheque Copy**
7. **Valid Email ID (It will be used for all future transactions between NMDC & bidder)**
8. **Valid mobile no (It will be used for future correspondence)**

10. **TREDS: "NMDC has registered with M/s. RXIL, Invoicemart (A.TReDS Ltd), M1Exchange, C2 TReDS & KredX Portals for releasing MSE vendor's payment through TReDS portal. All MSE vendors are requested to register on any one of the portals to release payment through TReDS Portal. In case any MSE vendor is not willing to process their payment through TReDS portal, that vendor should confirm non-willingness. In such case, payment will be released as per NMDC standard payment terms"**

11. **Issue of E-Invoices:** It is mandatory to issue E-invoice whenever the turnover of your company exceeds rupees five crores. Hence you are requested to submit E-invoice when turnover exceeds five crores. In case, E-invoice is not applicable, then please submit turnover certificate without fail.

12. **LIQUIDATED DAMAGES (LD): -**

In the event of placement of an order, the Supplier fails to deliver the stores in full or part thereof within the delivery date the corporation shall reserves the right to levy Liquidated Damages on the Supplier @ 0.5% of the basic price of undelivered stores per each week or part thereof but not exceeding 5% of the value of such materials.

13. **SETTLEMENT OF DISPUTES:**

All disputes or differences arising out of or in connection with this tender / order shall be subject to the exclusive jurisdiction of Dantewada/Jagdalpur courts.
22.1 CONCILIATION:
Any dispute, question, claim or difference arising out of or concerning this tender/ contract between the parties shall be settled through mutual negotiation by the parties and parties shall make all endeavours to settle this matter amicably. In case such amicable settlements is not possible, the parties shall take recourse to the conciliation proceedings for resolving such dispute, question, claim or differences.
The Conciliatory Committee shall comprise of the following:
(i) A nominee of NMDC Management- Member (Independent of the officer handling the case)
(ii) A nominee of the Supplier/ Contractor – Member (Independent of the officer handling the case)
(iii) Head of Law/ Law officer of NMDC – Member
The above committee shall conduct the conciliation proceedings in accordance with the provision of the Arbitration and Conciliation Act 1996. The venue of the conciliation shall be at Dantewada. The settlement so arrived at final conciliation shall be binding on both the parties and will not be called in q

uestion before any court or forum whatsoever.

Reference to arbitration shall be made only when conciliation has failed.
22.2 Arbitration:
2.2.1. FOR ALL THE TENDERS OTHER THAN GLOBAL TENDERS
2.2.1.1 All disputes or differences which may arise between the Owner and Supplier/ Contractor in con nection with this Contract (other than those in respect of which the decision for any person is expressed in the Contract to be final and binding) shall, after written notice by either party to the other and to the Executive Director of the NMDC Ltd, Kirandul Complex, Kirandul (who will be the appointing authority), be referred for adjudication to the sole arbitrator to be appointed as hereinafter provided.
2.2.1.2 The appointing authority will send within ninety days of receipt of the notice of arbitration a pan el of three names of persons, not directly connected with work, to the supplier/ Contractor who will sele ct any one of the persons named to be appointed as a sole Arbitrator within 30 days of receipt of name. If the appointing authority fails to send to the Supplier/ Contractor the panel of three names, as aforesai d, within the period specified, the Supplier/Contractor shall send to the appointing authority a panel of t hree names of persons who shall also be unconnected with the organization by which the work is execu ted. The appointing authority shall on receipt of the names as aforesaid select any one of the persons n amed and appoint him as the sole Arbitrator. If the appointing authority fails to select the person and ap point him as the sole Arbitrator within 30 days of receipt of the panel and inform the Supplier/Contractor accordingly, the Supplier/ Contractor shall be entitled to invoke the provisions of the Indian Arbitration a nd Conciliation Act 1996 as amended from time to time.
2.3.1.3 The arbitral tribunal shall give reasons for its award. Each party bear its own cost and the cost o f arbitration shall be equally borne by the parties. The award rendered in any arbitration hereunder shal l be final and binding upon the parties. The parties agree that neither party shall have any right to legal proceedings concerning any dispute under this agreement other than to enforce or facilitate the execut ion of the award rendered in such arbitration.
2.3.1.4 The arbitration proceedings shall be conducted in accordance with the Arbitration and Conciliati on Act 1996 as amended from time to time.
2.3.3
2.3.3.1. Arbitration between a Central Public sector undertaking of the Government of India (not under t he Ministry of Steel) and the Employer shall be as per the guidelines of Ministry of Heavy Industries and Public Enterprises, Government of India.
2.3.3.2. Arbitration between a Central Public Sector Undertaking of the Government of India under the Ministry of Steel, Government of India and the Employer, shall be as per the guidelines of the Ministry of Steel.
2.3.4. The further progress of any work under the contract shall unless otherwise directed by the Owner / Engineer continues during the arbitration proceedings and no payment due or payable by/ to the Own er shall be withheld on account of such proceedings. It shall not be open to arbitrator to consider and d ecide whether or not such work shall continue the arbitration proceedings.
2.3.5. The laws applicable to the Contract shall be the laws in force in India. The Courts of Dantewada, Chhattisgarh (State) shall have exclusive jurisdiction in all matters arising under this Contract.

14. BANNING OF BUSINESS DEALING: -

For the evaluation of the tenders, NMDC would rely on the documents submitted and declarations made by the tenderer in connection with the tender. Therefore, NMDC expects such documents and declarati ons to be true and authentic. In case it is found, at any stage, that the documents submitted and / or th e declarations made by a tenderer is/ are false, NMDC reserve its right, notwithstanding any other right s/ remedies under the terms and conditions of the tender, to ban business dealing with the tenderer for a period upto two year.

15. LIMITATION OF LIABILITIES:

Except in cases of criminal negligence of will full non- performance or will full default,

a. The supplier/contractor shall not be liable to the employer, whether in contract, or otherwise for any i ndirect or consequential loss or damage, loss of production, loss of use, or loss of profits or interest co sts.

AND

b. The aggregate liability of the supplier/contractor to the employer, whether under the contract, in tort or otherwise including the cost of repairing or replacing defective equipment’s, shall not exceed the 1 00% (hundred percent) of the contract price plus escalation if applicable as per contract, provided tha

t this limitation shall not apply to any obligation of the contractor to indemnity the employer with resp ect to copyright, patent infringement, workmen compensation and statutory liabilities in general that t he employer may be required to additionally bear due to default of the supplier/contractor. Bid ATC wi ll supersede the other GEM GTC. If any deviations are not mentioned by the bidder, it is deemed that t hey are agreeing to all Bid ATC.

16. **COMPLIANCE TO SA8000**: **-** Our Company is certified under SA8000 and as such you are required to confirm your company is complying with the SA8000 standards as per Annexure.

CHILD LABOR: - The Company should not use child labour as defined by local law.

FORCED LABOR: -The Company shall not use any involuntary or forced labour.

HEALTH AND SAFETY: -The Company shall provide safe and healthy work environment.

FREEDOM OF ASSOCIATION: - The Company shall recognize and respect the workers right of freedom of association and freedom of expression.

DISCIPLINARY PRACTICES: - The Company shall not use corporal punishment or other mental or physical disciplinary actions.

WORKING HOURS: - The Company shall adopt working hours, which do not require workers to work mor e than 48 hours in the normal work week. Worker must be allowed at least one day off in every normal seven-day workweek.

REMUNERATION: - The Company shall pay wages and benefits and provide compensation for over time consistent with local laws.

17. **Environmental Laws:** Bidders shall comply with all Environmental Laws & Contractual Commitment s related to Environmental aspects.

18. **CHECKLIST:** Checklist for the list of documents to be submitted is attached in ATC which is to be duly filled and uploaded along with the offer by the bidders.

19. **Clarification of Bids/ Shortfall Documents:** Bidder shall submit all the necessary documents and technical details in the offer. Your offer will be evaluated based on the documents submitted by you. N o post-bid clarification at the initiative of the bidder shall be entertained by NMDC. In case of any shortf all of documents, NMDC shall seek the respective clarifications from the concerned bidders. However, n o new credentials shall be allowed to be submitted after the opening of the bids. The shortfall informati on/documents should be sought only in case of historical documents which pre-existed at the time of th e tender opening and which have not undergone change since then.

20. After publishing of tender in GeM portal, if prospective bidders want to submit any representation/clar ification/request against the GeM tender, the same can be submitted in GEM Portal through GEM repres entation window within the stipulated time period. Any representation/clarification/request through ema il against the GeM tender shall not be entertained except in case of request for extension of bid due dat e. Bid due date may be extended at the discretion of NMDC due to administrative reason.

21. **FORCE MAJEURE CLAUSE:**

a. If at any time during the continuance of the Purchase Order, the performance in whole or in part by either party or any obligation under this Purchase Order is prevented or delayed by reason of any war, hostility, acts of public enmity, civil commotion, sabotage, fires, floods explosions, epide mics, quarantine restrictions or other acts of God, provided notice of the occurrence if any such e vent is given by either party to the other within TWENTY-ONE DAYS from the date of occurrence t hereof.

b. Neither party shall by reason of such event be entitled to terminate this Purchase Order and nei ther party shall have claim for damage against the performance and deliveries in such cases shal l be resumed as soon as practicable after such an event has come to an end or has ceased to exi st.

22. Bidders shall submit complete technical specifications (including brochure if available) along with offe

r and also shall provide detailed drawings and specifications of all spares.

23. After acceptance of the quotation by the Owner, no claim for extra payment submitted by the supplier on ground of any special local / site / design conditions, will be considered.

24. Bid ATC will supersede the other GEM GTC. If any deviations are not mentioned by the bidder, it is de emed that they are agreeing to all Bid ATC.

25. The corporation reserves the right to reject or accept any tender in part or full without assigning any r easons, or place order for part of full quantity. The corporation also reserves the right to load on various parameters in case of deviations from the tender condition at rates deemed fit without any discussions/ correspondence with the tenderer.

26. NMDC is having rate contract with M/s. ARC (M.no. 9685464295) & M/s. Balan Transport (M.no. 94242 93692) for transportation of goods to our project. Hence you may preferably book the consignment with the above transporters.

27. **Bidders have to submitted the signed and stamp copy of the technical specification docu ment (uploaded in bid document) along with their offer. Any deviations on technical and co mmercial points are required to be brought out clearly in a separate sheet.**

28. BIDDERS FROM COUNTRIES SHARING LAND BORDER WITH INDIA: “The Govt. of India Order O.M No: F. No: 6/18/2019-PPD dated 23-07-2020 w.r.t the bidders from countries sharing land border with India and any other orders/ circulars related if any shall be applicable”. Bidders are required to adhere to th e same.

Please furnish the details as per Annexure- 1.

ANNEXURE-1

CERTIFICATE OF CONFORMANCE TO BORDER SHARING CLAUSE

We have read the clause regarding Provisions for Procurement from a Bidder which shares a land border wit h India, we certify that, bidder M/s_____ (Name of Bidder) is:

i. Not from such a country [ ]

ii. If from such a country, has been registered with the [ ] Competent Authority.

(Evidence of valid registration by the Competent Authority shall be attached)

(Bidder is to tick appropriate option (√ or X) above).

We hereby certify that bidder M/s_____(Name of Bidder) fulfills all requirements in this regard a nd is eligible to be considered against the tender.

Place: Signature of Authorized Signatory of Bidder

Date: Name:

.

5. **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 (other than EMD and signed Integrity Pact - which can be submitted within 5 days of bid opening) 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.

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---