बिड संख्या/Bid Number: GEM/2026/B/8154913
दिनांक /Dated: 15-10-2026

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	26-10-2026 15:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	27-10-2026 15:00:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	120 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of 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: ranjitdhiware@nmdc.co.in
कुल मात्रा/Total Quantity	6
वस्तु श्रेणी /Item Category	CONTROLLER, RADIO REMOTE, OPER FREQ UHF , Supervision of Installation, Testing Commissioning of radio remote controller
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	Supervision of Installation,Testing Commissioning of radio remote controller
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Glucometer Strips
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	• Fibre Optic Installation and Maintenance Tool Kit • Glucometer Strips • Cartridge Based Nucleic Acid Amplification test (CBNAAT)
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 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	3
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
प्राथमिक उत्पाद श्रेणी/Primary product category	CONTROLLER, RADIO REMOTE, OPER FREQ UHF
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.

एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	No

एमएसई के लिए सक्षम प्राधिकारी का विवरण:/Details of the Competent Authority for MSE

सक्षम प्राधिकारी का नाम/Name of Competent Authority	Rabindra Narayan

सक्षम प्राधिकारी का पदनाम/Designation of Competent Authority	Executive Director
सक्षम प्राधिकारी का कार्यालय/विभाग/प्रभाग/Office / Department / Division of Competent Authority	Head of Project
सीए अनुमोदन संख्या/CA Approval Number	N-0029
सक्षम प्राधिकारी अनुमोदन तिथि/Competent Authority Approval Date	10-10-2026
सक्षम प्राधिकारी द्वारा प्रदान की गई स्वीकृति का संक्षिप्त विवरण//Brief Description of the Approval Granted by Competent Authority	Considering proprietary procurement from OEM M/s Speed-O-Controls Pvt. Ltd. on Single Tender Enquiry, the MII is not considered.

Competent Authority Approval for not opting Micro and Small Enterprises Preference : View Document

एमआईआई खरीद वरीयता/MII Purchase Preference

एमआईआई खरीद वरीयता/MII Purchase Preference	No

एमआईआई के लिए सक्षम प्राधिकारी का विवरण:/Details of the Competent Authority for MII

सक्षम प्राधिकारी का नाम/Name of Competent Authority	Rabindra Narayan
सक्षम प्राधिकारी का पदनाम/Designation of Competent Authority	Executive Director
सक्षम प्राधिकारी का कार्यालय/विभाग/प्रभाग/Office / Department / Division of Competent Authority	Head of Project
सीए अनुमोदन संख्या/CA Approval Number	N-0029
सक्षम प्राधिकारी अनुमोदन तिथि/Competent Authority Approval Date	10-10-2026
सक्षम प्राधिकारी द्वारा प्रदान की गई स्वीकृति का संक्षिप्त विवरण/Brief Description of the Approval Granted by Competent Authority	Considering proprietary procurement from OEM M/s Speed-O-Controls Pvt. Ltd. on Single Tender Enquiry, the MII is not considered.

Competent Authority Approval for not opting Make In India Preference : View Document

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. 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.

CONTROLLER, RADIO REMOTE, OPER FREQ UHF (3 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	3	45

Supervision Of Installation, Testing Commissioning Of Radio Remote Controller (3 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	3	45

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. **Generic**

   Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.

3. **Generic**

   While generating invoice in GeM portal, the seller must upload scanned copy of GST invoice and the screenshot of GST portal confirming payment of GST.

4. **Buyer Added Bid Specific ATC**

   Buyer Added text based ATC clauses

IMPORTANT INSTRUCTIONS TO BIDDERS

MODE OF TENDER: This is a Single Tender Enquiry (STE) for participation only from**OEM M/s. Speed-O-Controls Pvt. Ltd. (OR) their Authorized Dealers**, and has been displayed only for information regarding item being procured by NMDC Limited and not for participation of other Suppliers. If any other firm(s) submits their offer without valid authorization certificate from OEM M/s. Speed-O-Controls Pvt. Ltd. against this tender, the same will be considered unsolicited and rejected without further correspondence.

ADDITIONAL TERMS AND CONDITIONS (ATC)

File No. – 30001290 (2026/1410)

1. **PRICE BASIS**: Quoted price should be firm & fixed for the entire supply/delivery period inclusive of Packing & Forwarding, Loading & Unloading, Freight & Insurance charges and GST as applicable on F.O.R Destination basis to be unloaded at Hilltop Stores, Kirandul (C.G.) which is approximately 10KM from Kirandul Main Stores.

2. **MANDATORY DOCUMENTS TO BE SUBMITTED**:

   a) Please upload complete item technical specifications clearly mentioning the make, model etc. duly sign and seal.

   b) Please upload the complete acceptance of all terms and conditions as per the Buyer ATC. Documents Checklist is uploaded at Clause No. 5 below.

3. **AUTHORIZED DEALERSHIP CERTIFICATE**: - The bidders other than Manufacturer/OEM have to submit Authorized Dealership Certificate of the offered Make along with technical bid. **Without authorization certificate from OEM M/s. Speed-O-Controls Pvt. Ltd., the offer shall be liable for rejection, with no further correspondence.**

4. **WARRANTY**: Standard warranty required as**18 months** from the date of dispatch or**12 months** from the date of installation & commissioning, 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.

5. **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.

6. **DELIVERY PERIOD**: The indented items are required urgently at our Project. It is 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.

7. **PAYMENT**: 100% payment with 100% applicable GST within 30 days will be released on receipt and acceptance of materials at our store location on submission of Invoice copy. **Further invoice shall be uploaded**

in NMDC vendor invoice management (VIM) portal and also in the GeM portal to process further for release of payment.

8. **TREDS**: “NMDC has registered with M/s. RXIL, M/s. Invoicemart (A. TReDS Ltd), M/s. M1Exchange, M/s. C2T ReDS & M/s. KredX portals for releasing MSE vendor’s payment through TReDS portal. All MSE vendors are r equested to register on any one of the portals to release payment through TReDS Portal. In case any MSE v endor is not willing to process their payment through TReDS portal, that vendor should confirm non willingn ess. In such case, payment will be released as per NMDC standard payment terms”.

9. **PRICE FALL**: The price charged for the stores supplied under the contract shall in no event exceed the low est price at which the stores of identical description are sold to any other Government department/ Public S ector/ Private Organizations during the period of the contract. if the sale price is reduced to lower than that chargeable under the contract, such reduction shall forthwith be notified to the direct dealing officer (DDO) and stores supplied after the date of coming into force, such reduction or sale, shall be correspondingly red uced.

10. **ISSUE OF E-INVOICES**: It is mandatory to issue E-invoice whenever the turnover of your company exceed s rupees five crores. Hence, Bidders are requested to submit E-invoice when turnover exceeds five crores. I n case, E-invoice is not applicable, then please submit turnover certificate without fail.

11. **LIQUIDATED DAMAGES (LD)**: - In the event of placement of an order, the Supplier fails to deliver the stor es 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.

12. **BIDDER CREDENTIALS:** The bidders shall submit their credentials, including GST Registration Certificate, UDYAM Registration Certificate and Bank Mandate / cancelled cheque copy, along with their bid. These docu ments will be verified during the evaluation of their offer.

13. **SETTLEMENT OF DISPUTES**: All disputes or differences arising out of or in connection with this tender / o rder 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 par ties shall be settled through mutual negotiation by the parties and parties shall make all endeavors to settl e 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 c ase)

    iii. Head of Law/ Law officer of NMDC – Member

    The above committee shall conduct the conciliation proceedings in accordance with the provision of the Ar bitration 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 question 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 connecti on 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 panel of three names of persons, not directly connected with work, to the supplier/ Contractor who will select any on e of the persons named to be appointed as a sole Arbitrator within 30 days of receipt of name. If the appoin

ting authority fails to send to the Supplier/ Contractor the panel of three names, as aforesaid, within the period specified, the Supplier/Contractor shall send to the appointing authority a panel of three names of persons who shall also be unconnected with the organization by which the work is executed. The appointing authority shall on receipt of the names as aforesaid select any one of the persons named and appoint him as the sole Arbitrator. If the appointing authority fails to select the person and appoint 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 and 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 of arbitration shall be equally borne by the parties. The award rendered in any arbitration hereunder shall 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 execution of the award rendered in such arbitration.

2.3.1.4 The arbitration proceedings shall be conducted in accordance with the Arbitration and Conciliation 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 the 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 Owner shall be withheld on account of such proceedings. It shall not be open to arbitrator to consider and decide 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 declarations to be true and authentic. In case it is found, at any stage, that the documents submitted and / or the declarations made by a tenderer is/ are false, NMDC reserve its right, notwithstanding any other rights/ remedies under the terms and conditions of the tender, to ban business dealing with the tenderer for a period up to two years.

15. **LIMITATION OF LIABILITIES**: Except in cases of criminal negligence of will full non- performance or will full default,

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

    AND

    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 100% (hundred percent) of the contract price plus escalation if applicable as per contract, provided that this limitation shall not apply to any obligation of the contractor to indemnity the employer with respect to copyright, patent infringement, workmen compensation and statutory liabilities in general that the employer may be required to additionally bear due to default of the supplier/contractor. Bid ATC will supersede the other GEM GTC. If any deviations are not mentioned by the bidder, it is deemed that they 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 enclosed with the check list.

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

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

    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 ass

ociation and freedom of expression.

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

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

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

17. **ENVIRONMENTAL LAWS**: Bidders shall comply with all Environmental Laws & Contractual Commitments r elated to Environmental aspects.

18. **CHECKLIST**: Checklist for the list of documents to be submitted is attached in NIT Clause No. 5 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 a nd technical details in the offer. Your offer will be evaluated based on the documents submitted by you. No post-bid clarification at the initiative of the bidder shall be entertained by NMDC. In case of any shortfall of documents, NMDC shall seek the respective clarifications from the concerned bidders. However, no new cre dentials shall be allowed to be submitted after the opening of the bids. The shortfall information/documents should be sought only in case of historical documents which pre-existed at the time of the tender opening and which have not undergone change since then.

20. **FORCE MAJEURE CLAUSE**: 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 r eason 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 event is giv en by either party to the other within TWENTY-ONE DAYS from the date of occurrence thereof. Neither part y shall by reason of such event be entitled to terminate this Purchase Order and neither party shall have cl aim for damage against the performance and deliveries in such cases shall be resumed as soon as practica ble after such an event has come to an end or has ceased to exist.

21. Bidders shall submit complete technical specifications (including brochure if available) along with offer and also shall provide detailed GA drawings and specifications of all spares.

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

23. After publishing of tender in GeM portal, if prospective bidders want to submit any representation/clarificati on/request against the GeM tender, the same can be submitted in GEM Portal through GEM representation window within the stipulated time period. **Any representation/clarification/request through email ag ainst the GeM tender shall not be entertained except in case of request for extension of bid due date. Bid due date may be extended at the discretion of NMDC due to administrative reason.**

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

25. The bidders with poor delivery performance on previous NMDC orders may be liable for rejection in the curr ent tender

26. The corporation reserves the right to reject or accept any tender in part or full without assigning any reaso ns, or place order for part of full quantity. The corporation also reserves the right to load on various parame ters in case of deviations from the tender condition at rates deemed fit without any discussions/ correspond ence with the tenderer.

27. NMDC is having rate contract with M/s. ARC (M.no. 9685464295) & M/s. Balan Transport (M.no. 942429369 2) for transportation of goods to our project. Hence, you may preferably book the consignment with the ab ove transporters.

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

.

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---