

बिड दस्तावेज़ / Bid Document

बिड विवरण / Bid Details	
बिड बंद होने की तारीख/समय / Bid End Date/Time	14-08-2026 11:00:00
बिड खुलने की तारीख/समय / Bid Opening Date/Time	14-08-2026 11:30:00
बिड पेशकश वैधता (बंद होने की तारीख से) / Bid Offer Validity (From End Date)	60 (Days)
मंत्रालय/राज्य का नाम / Ministry/State Name	Ministry Of Heavy Industries And Public Enterprises
विभाग का नाम / Department Name	Department Of Heavy Industry
संगठन का नाम / Organisation Name	Bharat Heavy Electricals Limited (bhel)
कार्यालय का नाम / Office Name	10170006-ivp Goindwal
शिकायत निवारण के संपर्क विवरण / Contact details of Grievance redressal	HOD Email id : buycon418.bhelb.pb@gembuyer.in Buyer Email id: buycon2261.bhelb.pb@gembuyer.in
वस्तु श्रेणी / Item Category	Custom Bid for Services - Inspection and examination of Shot Blasting Machine Enclosure, Connected Apparatus and Ventilation Plant as per Rule 102 and Schedule VIII of Punjab Factories Rules, 1952
समान श्रेणी / Similar Category	Examination Service
अनुबंध अवधि / Contract Period	2 Year(s)
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	Yes Complete
विक्रेता से मांगे गए दस्तावेज़ / Document required from seller	Certificate (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 मेनू है / Do you want to show documents uploaded by bidders to all bidders participated in bid?	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)

बिड विवरण/Bid Details	
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	1
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	3
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	2 Days
Payment Timelines	Payments shall be made to the Seller within 45 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

आवश्यकता/Required	No
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ईपीबीजी विवरण /ePBG Detail

आवश्यकता/Required	No
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बोली विभाजन लागू नहीं किया गया/ Bid splitting not applied.

एमआईआई अनुपालन/MII Compliance

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

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
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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
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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 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.
2. 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.
3. **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 % (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.
4. 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.
5. 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.

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

Confirmation to Tender Terms - [1785816134.xlsx](#)

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

GEM Availability Report (GAR):[1785816231.pdf](#)

Undertaking of Competent Authority is mandatory to create Custom Bid for Services. Please

download standard format document and upload:[1785816253.pdf](https://www.bidsupply.com/1785816253.pdf)

Pre Qualification Criteria (PQC) etc if any required:[1785816168.pdf](https://www.bidsupply.com/1785816168.pdf)

Scope of Work:[1785816191.pdf](https://www.bidsupply.com/1785816191.pdf)

Payment Terms:[1785816222.pdf](https://www.bidsupply.com/1785816222.pdf)

Custom Bid For Services - Inspection And Examination Of Shot Blasting Machine Enclosure, Connected Apparatus And Ventilation Plant As Per Rule 102 And Schedule VIII Of Punjab Factories Rules, 1952 (1)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	Inspection and examination of Shot Blasting Machine Enclosure, Connected Apparatus and Ventilation Plant as per Rule 102 and Schedule VIII of Punjab Factories Rules, 1952
Regulatory/ Statutory Compliance of Service	YES
Compliance of Service to SOW, STC, SLA etc	YES
एडऑन /Addon(s)	

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

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	No
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अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

प्रेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	Quantity	अतिरिक्त आवश्यकता /Additional Requirement
1	Vikram Singh Rathore	143422,BHEL, Industrial Valves Plant, Plot No. 433, Industrial Complex Phase-I, Goindwal Sahib	Project / Lumpsum Based	N/A

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

1. Buyer Added Bid Specific ATC

Pre-Qualification Requirements (PQR)

1.) The bidder shall be a Competent Person recognized by Chief Inspector of Factories, Punjab, under Section 87 of the Factories Act, 1948, for carrying out statutory tests, examinations, inspections and certification of dangerous machinery. A valid Certificate of Competency/Recognition issued by Director of Factories, Punjab, shall be submitted along with the bid.

OTHER TENDER TERMS AND CONDITIONS

KEY POINTS FOR SUPPLY / WORKS / SERVICE INVOICES IN SUVIDHA FOR SUPPLIER/CONTRACTOR

SUVIDHA Portal (<https://suvidha.bhel.in/suvidha/>)

1. Registration of all supply / works / service invoices, irrespective of the invoice amount, is mandatory in SUVIDHA.
2. For net invoice amount exceeding ₹5 lakhs (including taxes):
 - Upload of Class 3 Digitally Signed Tax Invoice is mandatory.
 - All other documents as per the PO checklist must also be uploaded.
 - However, if any other digitally signed document is specified in the PO checklist, then Class 3 Digitally Signed document is mandatory for uploading
3. For net invoice amount up to ₹5 lakhs (including taxes):
 - Upload of all documents as per the PO checklist is mandatory.
 - All Documents can be uploaded without a digital signature.
 - However, if a digitally signed document is specified in the PO checklist but a non-digitally signed version is uploaded, the hard copy must be submitted.

PAYMENT TERMS

Payment shall be made to service provider on quarterly basis after satisfactory completion of monthly inspections/examinations during the quarter and submission of all monthly statutory inspection/examination- reports/certificates pertaining to the quarter, along with invoice. Payment shall be released within following period as mentioned in below table from date of receipt of complete documents:

Type of Bidder	Payment Terms (Number of days)
Micro & Small Enterprises (MSEs)	45 days
Medium Enterprises	60 days
Non MSME	90 days

For availing MSE benefits, latest copy of Udyam certificate shall be submitted.

In case there is shortfall in documents/deficiency in material as per the tender terms/purchase orders, the same shall be notified by BHEL to supplier. Payment due date shall be revised accordingly considering submission of all documents/removal of deficiency by supplier.

In case of any deviation from standard payment term mentioned above, BHEL shall load on the item price at "Base rate of SBI (as applicable on the date of bid opening; Techno-commercial bid opening) + 6% for the period of relaxation sought by bidders.

GST registration number is to be submitted by qualified vendor as per GST law.

Note: As per government guidelines, for MSME supplier's payment shall be mandatorily processed through TReDS platform. Supplier may or may not avail the option of bill discounting. Payments to MSME vendors can be processed only after the vendor is registered / onboarded on any one of the authorized TReDS platforms (authorized TReDS platforms RXIL, M1xchange, Invoicemart, KredX etc.). Contact details of authorized TReDS platforms is given below:

Receivables Exchanges of India Limited (RXIL)	M1xchange	KredX	Invoicemart
Anurag Singh anurag.singh@rxil.in +91 79824 59262	Anoop Kumar Mishra anoop.mishra@m1xchange.com +91 96675 54766	Asha Mishra asha.mishra@kredx.com +91 90711 15387	Rishab Kumar rishab.kumar@invoicemart.com +91 98554 55743
Vishal Tripathi vishal.tripathi@rxil.in +91 88401 48961	Abhishek Gangwar abhishek.gangwar@m1xchange.com +91 87997 37165	Shivangi Gulati shivangi@kredx.com 81044 35912	Yashpal yash.pal@invoicemart.com +91-96465 11449
	Vanshita Matha vanshita.matha@m1xchange.com +91 86191 65896		

BREACH OF CONTRACT, REMEDIES AND TERMINATION

In case of breach of contract, wherever the value of security instruments like performance bank guarantee available with BHEL against the said contract is 10% of the contract value or more, such security instruments to the extent of 10% of contract value will be encashed. In case the value of the security instruments available is less than 10% of the contract value, the balance amount be recovered in all or any of the following manners:

- from dues available in the form of Bills payable to defaulted supplier against the same contract.
- From the dues payable to defaulted supplier against other contracts in the same Region/Unit /any other region/unit.
- In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against defaulted supplier.

Further, levy of liquidated damages, debarment, termination, de-scoping, short-closure, etc., shall be applied as per provisions of the contract.

LIQUIDATED DAMAGES (LD) / PENALTY

- If the contractor fails to complete the service/work as per terms & conditions of the order within the delivery schedule, a) LD shall be levied @ 0.5 % of the order value per week of delay or part thereof subject to a maximum of 10% of the full order value.
- In case of any change to the order value, the LD shall be @ 0.5 % of the revised order value per week of delay or part thereof subject to a maximum of 10% of the revised order value.

RESTRICTIONS UNDER RULE 144(XI) OF THE GENERAL FINANCIAL RULES (GFRs), 2017

All provisions of Order No. F.No.6/18/2019-PPD of Department of Expenditure (DoE) shall be applicable for this tender enquiry (Order copy is available at <https://doe.gov.in/procurementpolicy-divisions>). Accordingly, any bidder from a country which shares a land border with India (except the countries to which the Govt. of India has extended lines of credit or in which the Govt. of India is engaged in development projects for which list is available at <https://www.mea.gov.in/>) will be eligible to bid in this tender only if the bidder is registered with the Competent Authority as specified in Annex I of the said Order of DoE.

Updated list of the countries to which lines of credit have been extended or in which development projects are undertaken are available on the Ministry of External affairs website (<https://www.mea.gov.in/>)

For the purpose of this order, definition of Bidder from a country which shares a land border with India shall be same as defined in the Annex III of the said order.

Registration with the competent authority as stipulated in the said order is responsibility of bidder. Bidder has to submit a certificate certifying following along with offer:

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that bidder (.... Name of Bidder) is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that bidder (..Name of bidder) fulfils all requirements in this regard and is eligible to be considered"

If the bidder is from such country which shares a land border with India evidence of valid registration by the Competent Authority shall also be attached along with offer."

TREATMENT OF CASES REGARDING CONFLICT OF INTEREST

The bidder notes that a conflict of interest would said to have occurred in the tender process and execution of the resultant contract, in case of any of the following situations:

- i) If its personnel have a close personal, financial, or business relationship with any personnel of BHEL who are directly or indirectly related to the procurement or execution process of the contract, which can affect the decision of BHEL directly or indirectly;
- ii) The bidder (or his allied firm) provided services for the need assessment/ procurement planning of the Tender process in which it is participating

- g;
- iii) Procurement of goods directly from the manufacturers/ suppliers shall be preferred. However, if the OEM/ Principal insists on engaging the services of an agent, such agent shall not be allowed to represent more than one manufacturer/ supplier in the same tender. Moreover, either the agent could bid on behalf of the manufacturer/ supplier or the manufacturer/ supplier could bid directly but not both. In case bids are received from both the manufacturer/ supplier and the agent, bid received from the agent shall be ignored. However, this shall not debar more than one Authorized distributor (with/ or without the OEM). from quoting equipment manufactured by an Original Equipment Manufacturer (OEM) in procurements under a Proprietary Article Certificate.
- iv) A bidder participates in more than one bid in this tender process. Participation in any capacity by a Bidder (including the participation of a Bidder as a partner/ JV member or sub-contractor in another bid or vice-versa) in more than one bid shall result in the disqualification of all bids in which he is a party. However, this does not limit the participation of an entity as a sub-contractor in more than one bid if he is not bidding independently in his own name or as a member of a JV.

The Bidder declares that they have read and understood the above aspects, and the bidder confirms that such conflict of interest does not exist and undertakes that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s), in this regard. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process. In case, the Bidder is found having indulged in above activities, the same will be considered as a violation of the tender conditions, and suitable action shall be taken by BHEL as per extant policies/ guidelines.

It has to be signed by the authorized signatory of the bidder.

Technical Specification- Shot Blasting Machine (M/c no. 92)

1. SHOT BLASTING STATION- One set

SHOT BLASTING STATION with the following features suitable for ambient conditions listed under Part B clause 16.0 of BHEL specification. The Blasting station consisting of Overhead monorail system with two hoists for Job handling, blast wheels, Blast chamber with liners & hinged twin doors on inlet and exit sides, shot feeding arrangement, shot recovery and recycling system, Dust extraction and dust collection system with chimney, machine operation and control panel with safety interlocks.

Capacity: The blasting station shall be suitable for Job swing dia. of **2150 mm** and height of **1500 mm**.

2. JOB HANDLING SYSTEM- One set

Fabricated C type overhead monorail structure- approx. length **12 - 13 meters**

- Electric Hoist make: **INDEF**
- Electric Hoist capacity - **2 Tons with spinning arrangement**
- No of Hoists: **2**
- Forward and reverse movement
- Hoist Provided with lower limit
- Hoist drive- **3 HP x 2 Nos**
- CT Drive- **2 HP x 2 Nos**
- Spinner Drive- **2 HP x 1 No**

3. SHOT BLAST CHAMBER: One set

Shot blast chamber including doors shall be built out of 10 mm thick MS plate with suitable reinforcement. The inside wall of the chamber shall be lined with 6 mm thick 11-14% Mn steel liners. 12 mm thick 11-14% Mn steel liners shall be provided in the blast zone.

- Approximate size of Blast chamber: **L1900 x W2060 x H2850 mm**.
- The chamber shall have hinged twin doors on inlet and exit sides with **6 mm thick 11-14% Mn steel liners**. Doors shall be actuated with pneumatic cylinders.
- **10 mm thick 11-14% Mn steel Perforated floor plate** shall be provided.

- Arrangement for illumination of chamber as per **Part B clause No. 2.8.0.**
- Roof of the chamber shall have suitable slit to allow the Spinner hanger system through the chamber. Suitable sealing arrangement for the roof slit to avoid escape of shots.

4. BLAST WHEEL: One set

As per **Part B clause No. 3.0.0**

- Type: **25 RLM 195** (Centrifugal radial lock type with **8 blades per wheel**)
- Blast wheel size: **495 mm with extended blade.**
- No of Blast wheels: **3 Nos.**
- Blast wheel speed: **2250 RPM**
- Blade material: **15% Cr, 1.5% Mo steel (Heat treated)**
- Wheel Motor: **20 HP**
- Abrasive flow: **200 Kg / min / wheel at 74 M/sec.**

5. SHOT RECOVERY & RECYCLING SYSTEM: One set

Automatic Abrasive feeding, reclaiming & recycling system consisting of Hopper, Screw conveyor, Bucket elevator and CFS separator as per **Part B clause Nos 4.0.0, 5.0.0, 6.0.0 & 7.0.0**

- **2 Nos Bottom Screw conveyor - dia. 9"** (Run by one **3 HP Crompton motor & Elecon gear box**)
- **1 No Upper Screw conveyor - dia. 9"** (Run by one **5 HP Crompton motor & Elecon gear box**)
- Bucket elevator **8" X 30"** (Bucket size **5"**)
- Abrasive shot separator: **40" CFS - 1100 lbs/min.** with rotary screen unit and Control valves, feed pipes, soundabrador valves, Suitable Refrigerated air drier, service platform etc.

6. DUST EXTRACTION / COLLECTION SYSTEM: One set

Dust extraction system with chimney as per **Part B clause 8.0.0**

- Dust collector Model: **PJ 48 / 70**
- Dust collector capacity: **5000 CFM with 45 kW Blower**
- Exhaust fan: **20 HP, 1440 RPM**
- **2 mm thick MS sheet Ducting from Machine to Dust collector - approx. 10 meter long**

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2. Buyer Added Bid Specific Scope Of Work(SOW)

File Attachment [Click here to view the file.](#)

3. Certificates

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

4. Generic

OPTION CLAUSE 25% : 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, the contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration.

For lumpsum-based service contracts, the buyer may increase the scope of work and contract value up to 25 percent with the consent of the service provider

5. Generic

1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.

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 कार्यवाई 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---