बिड संख्या/Bid Number: GEM/2026/B/8247876

दिनांक /Dated: 06-11-2026

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	20-11-2026 11:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	21-11-2026 11:00:00
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 Heavy Industries And Public Enterprises
विभाग का नाम/Department Name	Department Of Heavy Industry
संगठन का नाम/Organisation Name	Cement Corporation Of India Limited (cci)
कार्यालय का नाम/Office Name	Rajban Cement Factory
शिकायत निवारण के संपर्क विवरण/ Contact details of Grievance redressal	HOD Email id :gm_rjo@cciltd.in Buyer Email id: amitdixit@cciltd.in
वस्तु श्रेणी /Item Category	Custom Bid for Services - ----
समान श्रेणी/Similar Category	• Customized AMC/CMC for Pre-owned Products
अनुबंध अवधि /Contract Period	6 Month(s)
पिछले 3 वित्तीय वर्षों का बिडर का न्यूनतम औसत वार्षिक वित्तीय टर्नओवर/Minimum Average Annual Turnover of the bidder (For the last 3 Financial Years)	3 Lakh (s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service	5 Year (s)
इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है/Past Experience of Similar Services required	Yes
टर्नओवर पात्रता मानदंड/Turnover eligibility criteria	GeM verified turnover
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	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (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 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
क्रेता के लिए उपलब्ध आईटीसी/ITC available to buyer	Yes
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	3 Days
अनुमानित निविदा मूल्य (सभी करों सहित) भारतीय रुपये में / Estimated Bid Value in INR (Inclusive of all taxes)	1000000
Payment Timelines	Payments shall be made to the Seller within **30** 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

ईएमडी विवरण/EMD Detail

एडवाईजरी बैंक/Advisory Bank	State Bank of India
ईएमडी राशि/EMD Amount	20000

ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईपीबीजी प्रतिशत (%)/ePBG Percentage(%)	5.00
ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).	8

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने है। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।/EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.

(b).ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए। / EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

(c).ईएमडी और संपादन जमानत राशि लाभार्थी के पक्ष में होनी चाहिए। / Earnest Money Deposit (EMD) shall also be accepted by the buyer in the form of a surety bond.

लाभार्थी /Beneficiary :

Deputy Manager Finance
Rajban Cement Factory, Department of Heavy Industry, Cement Corporation of India Limited (CCI), Ministry of Heavy Industries and Public Enterprises
(Deepak Prakash)

UIN Number NCTGC2415P

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

एमआईआई अनुपालन/MII Compliance

एमआईआई अनुपालन/MII Compliance	Yes

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. The minimum average annual financial turnover of the bidder during the last three financial years, ending on 31st March of the previous financial year, should be as indicated in the bid document. The turnover of the bidder shall be validated by the system based on the financial data available on the GeM portal. The average turnover shall be calculated based on the last three financial years where data is available; in case data is available for only two of the last three financial years, the average shall be computed based on those two years. In case the date of constitution / incorporation of the bidder is less than three years old, the average turnover in respect of the completed financial years after the date of constitution / incorporation shall be taken into account for this criterion. No separate documentary evidence is required to be uploaded by the bidder for this criterion, as the system shall derive and validate the turnover figures from the data available on the GeM portal.
2. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.

3. 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.
4. Past Experience of Similar Services: The bidder must have successfully executed/completed similar Services over the last three years i.e. the current financial year and the last three financial years(ending month of March prior to the bid opening): -
1. Three similar completed services costing not less than the amount equal to 40% (forty percent) of the estimated cost; or
2. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cost; or
3. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost.

If the buyer has mentioned MSE purchase preference in ATC then service provider is required to upload necessary documents for MSE purchase preference for verification by the buyer during evaluation.

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

Scope of Work:1793940234.pdf

Payment Terms:1793940240.pdf

Penalties:1793940253.pdf

Project Experience and Qualifying Criteria Requirement:1793940258.pdf

Any other Documents As per Specific Requirement of Buyer -1:1793940270.pdf

Undertaking of Competent Authority is mandatory to create Custom Bid for Services. Please download standard format document and upload:1793940275.pdf

GEM Availability Report (GAR):1793940429.pdf

Custom Bid For Services - ---- (1)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	----
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

इनपुट कर क्रेडिट(आईटीसी) तथा रिवर्स प्रभार (आरसीएम)/Input Tax Credit(ITC) and Reverse Charge(RCM) Details

जीएसटी पर इनपुट कर क्रेडिट /ITC on GST	जीएसटी उपकर कर क्रेडिट /ITC on GST Cess
18%	NA

अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	Quantity	अतिरिक्त आवश्यकता /Additional Requirement
1	Amit Dixit	173029,Cement Corporation of India Ltd., Rajban Cement Factory,Distt. Sirmour(H.P.)	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**

   Buyer Added text based ATC clauses

Annexure B

PART III: Special Terms & Conditions

SCOPE OF WORK:

Dismantling & removal of old gearbox and erection of cement mill new gearbox M/s. NAW make and its alignment with mill and auxiliaries at C CI Rajban site.

Approximate weight of gearbox is 20 MT.

1) Unloading of new gearbox at Cement mill site from Trolla with Hydr a/cranes after arrival at CCI site.
2) Dismantling of existing torsion shaft.
3) Dismantling of lubricating pumps of FLS along with its pipelines.
4) Removal of existing gearbox from foundation and shifting to site as decided by in-charge and cleaning of foundation for any removal of oil and foreign materials.

5) Removal of input shaft both end couplings and output couplings of existing gearbox.

6) Shifting of input and output shaft couplings to cement mill site, shif ting of oil drums, coal, container for heating and its arrangement for shrink fitting of couplings over new gearbox.

7) Fitting of input shaft both end couplings and output shaft coupling on new gear box after heating in oil.

8) Shifting and erection of new gearbox to cement mill gearbox found ation.

9) Alignment of gearbox w.r.t to mill Girth gear pinion, HT motor and a uxiliary drive gearbox.

10) Erection and fitting of lubricating pumps and pipe lines and filling of lubricant in Gearbox.

11) Connecting input coupling with HT motor.

12) No load trial run of gearbox.

13) Fitting of torsion shaft.

14) No load trial run of gearbox with empty mill.

15) Load trial run of gearbox.

16) All other works like hiring of cranes/hydra, shifting of sleeper, coupl ings, loading-unloading of spares etc. will be in tenderer scope.

17) Any dismantling required to be carryout for successful execution of work and erection of the same will be considered as scope of work.

18) The replaced gearbox to be shifted to secure site as instructed by t he in-charge.

1) **Quantity**:- 01 Nos

2) **Eligibility criteria**:-

The tenderer should satisfy the following eligibility criteria for qualifying t he techno-commercial bid of the tender and should provide the documen ts as mentioned hereunder.

S. No.	Minimum eligibility criteria	Proof to be submitted for fulfilli ng the criteria

1	The tenderer should have 5 years experience of similar nature job i.e., dismantling & erection of single machinery of 20 MT& above.	a) The party has to submit document proof of the same.

(3) Prices:-

The rates should be quoted in prescribed price bid format in Indian Currency i.e. INR only as per the Price Bid format (Annexure-F) enclosed. Prices quoted other than INR will be rejected outright.

a) Price should be quoted on FIRM and FOR destination basis including Transportation, GST, insurance and other charges, if any (to be specified clearly) and strictly as per the given price bid format. The price quoted shall remain firm during the contract period or extension thereof and no revision will be permitted due to whatsoever reason it may be.

b) The Basic Rate inclusive of Freight charges are to be offered in numerals and GST are to be offered in percentage.

c) The Lowest Bidder (L-1) shall be evaluated on the basis of net cost to the corporation i.e. Total landed cost of the items inclusive of overhauling& commissioning charges &labour charges but excluding the input credits from GST (applicable on basic rate, erection & commissioning charges & freight.)

(5) Period of contract:-

The above mentioned dismantling, erection, alignment and commissioning work etc. should be completed within 15 days from the date of handing over the mill to you..

(6) Payment Terms :-

90% Payment shall be made through RTGS/NEFT after satisfactory completion of the work and trial run in presence of our engineer and on production of bill in duplicate within 30 days after deduction of TDS under IT Act and GST and other deduction if any. Balance 10% which is retained towards performance guarantee (PG), shall be released after satisfactory running for 60 days. However, this balance amount (10%) can be released in case the Bank Guarantee for equivalent amount is submitted as per the format.

(7) Mode of Payment:-

The Payment will be released/Made through RTGS/NEFT.

(8) Penalty/ liquidated Damage :-

In the event of delay in carrying out the work at over site beyond the scheduled period as agreed, shall attract liquidated damage @ 0.5% per fortnight on the t otal value of work subject to maximum of 5% of the contract value.

(9) Security Deposit.:-

Successful tenderer (s) shall have to furnish a Security Deposit within 07 days fr om the award of LOI/Order equivalent to 5% (Five percent) value of the order by way of Demand Draft/Bank Guarantee (IN CCI's format) in terms of Clause No. 2 of Part-II of the tender documents for satisfactory completion/ performance of th e contract. S.D will be refunded within 2 months of successful completion of wor k.

(10) Paying Authority :- HOD (Finance) CCI Rajban:-

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ANNEXURE-C

CEMENT CORPORATION OF INDIA LIMITED

RAJBAN CEMENT FACTORY

PART IV - OTHER TERMS& CONDITIONS

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1) **Site Visit:** The parties are expected to see the site of work, condition of cement mill gearbox, for assessment of spares required & labour for carryi ng out the work as per scope of work given above before submitting offer. No claim what so ever shall be entertained by the Corporation later on aft er submission of the tender.

2) **Tools & Tackles:**

a. The party at his own cost shall arrange all tools and tackles required for taking up the jobs as per scope of work given above. A list of tools is required to submit at the CCI Main gate to facilitate return of the same after satisfactory completio n of the work by the party. The spares to be brought by the party are also needs to be got entered at the Main gate.

b. All other works like hiring of cranes/hydra, shifting of sleeper, couplings, l oading- unloading for above works etc. will be in tenderer scope.

c. The required tools & tackles for dismantling of couplings and alignment works (wooden sleepers, filled gas cylinder, welding machine, oil and oil p an for heating the bearings will be provided by CCI at free of cost.

d. However, welding cable, hydraulic Jack, chain blocks, slings, D-shackles, grinding &drilling machines, general lifter tools, torque wrench, gas hose, cutter and regulator will be in the scope of contractor) torsion shaft, loadin g, unloading of gearboxes, alignment work tools etc. are to be arranged by the successful tenderer.

e. **All tools related to alignment work for gearbox with motor, girth gear pinion, mill, auxiliary gearbox etc. will be at scope of tender er. Party has to conduct Laser alignment from outside agency as well for confirmation of alignment and submit its report**.

3) Any dismantling required to be carryout for execution of work or rectifica tion, the damages occurred to any equipment shall be in the scope of the contractor.

4) All the safety Rules and Regulations should be followed strictly such as w earing of helmets, safety belts etc. Safety equipment’s/items, masks, sanit izer, gloves, soap, safety shoes shall have to be arranged by the contract or.

5) Statutory levies of income tax or any other tax etc. if any shall be recovered a t source by way of deduction from the bill, if applicable.

6) The tenderers having PAN card, GST registration number and ESI code n umber under ESI act 1948 are only eligible to participate in the tender.

7) The tenderer is required to submit the photocopies of PAN card, ESI cod e no,EPF no and GST registration number.

a. No labour below 18 years of age to be allowed in the plant.
b. Payment to the workforce not to be less than min. wages of HP Sta te Govt.
c. Employment card on form XIV (U/V 76) issued to all labours on or before allowing the labours work.
d. The tenderer has to also submit Aadhar card of labours.

9) Accommodation to the workforce engaged by the contractor is to be pro vided by corporation subjected to availability. However, accommodation may be provided to Site Engineer subject to availability and on chargeable basis.

10) The quality of the work should be as per the relevant standard and to th e entire satisfaction of Engineer-in-Charge. In case of any defects pointed out should be rectified expeditiously without any additional cost to the Cor poration so as to complete the job within the stipulated schedule of 15day s from the date of handing over the mill to you.

11) In the event of any question, dispute, breach or difference arising in resp ect of the meaning and scope of terms & conditions herein above, the deci sion of the General Manager will be final and binding to all and in case of a ny dispute with the decision of General Manager, Rajban Unit, it will be su bject to the jurisdiction of Court at Paonta Sahib only.

12) The mustering in and out of the contractor's workforce shall be marked a t the entry gate as per the instructions of our P&A Department.

13) Contractor shall all the time indemnify CCI against all claims for Compen sation under the provisions of Workman Compensation Act 1923 or any ot her law for the time being in-force by or in respect of any workmen emplo yed by him.

14) The Corporation will not be liable for any compensation towards any loss to the contractor on account of non-availability of fronts or services due to reason beyond control of the Corporation.

15) In case the contractor abandon the work before the completion of the co ntract period or fails to do the work to the satisfaction of CCI Management, the Corporation will be forced to get the work done from other agencies o n the risk & cost of the contractor.

16) The Management also reserves the right to terminate the contract witho ut any notice if the contractor is found indulging in malpractices.

17) The Corporation shall not be responsible or liable for any credit facilities extended by the contractor to any of his customers.

18) The medical or other facility will be provided by the contractor to their w orkmen at his own cost.

19) All instructions, which shall be issued to contractor by engineer in charg e of Rajban Cement, Factory shall be deemed as part of the contract.

20) The contractor shall have to present himself/ authorized reparative on st ation and one experienced site engineer/supervisor during the entire cour se of work that will be responsible for the execution of work.

21) Any Taxes, duties and levies impose by the Govt. the period of contract shall be applied. The above scope of work and terms & terms and conditio ns has been carefully read by me/us and I/We hereby accept the same.

22) Safety of the tools & tackles, vehicles and the tools , new equipments provid ed by CCI to contractor shall be in the scope of the successful tenderer. He is res ponsible for any loss due to damage or theft etc. In case of any loss of CCI's tools and tackles or equipment compensation shall be levied from the running bi ll

Signature of Tenderer with seal

(Name of the proprietor/P artner)

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Annexure-D

CEMENT CORPORATION OF INDIA LIMITED

Rajban Cement Factory

(A Govt. of India Enterprises)

TECHNO-COMMERCIAL BID

Tender No.RCF/MECH/CM/GB/2020-21

Sr.No	Description of the Item.	Quantity	Completion Period
01.	**Dismantling & removal of old gea rbox and erection of cement mill new gearbox M/s. NAW make and its alignment with mill and auxilia ries at CCI Rajban site.(on Lumps um basis)**	01Set	15 days fro m the date of handing over the mill.

Important: PLEASE DO NOT QUOTE YOUR PRICE / RATES IN THIS FORMA T

We have furnished the Price as per above details in Price Bid Annexure F.

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ANNEXURE : E

CEMENT COFRPORATION OF INDIA LIMITED

RAJBAN CEMENT FACTORY

(A Govt. of India Enterprises - ISO 9001:2015 Certified)

INPUT-TAX CREDIT

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We are entitled for availing of INPUT-TAX Credit in respect of GST paid o n materials. For availing INPUT-TAX Credit, following documents are required t o be submitted along with supply of materials:-

i) A clear GST invoice, having HSN code duly stamped and signed by th e supplier.

ii) The GST rate and amount should be clearly shown separately in the Tax-invoice.

iii) The copy of the Tax-invoice or as specified in GST meant for transpor ter.

iv) In Addition to above supplier will also upload tax Invoice on GST Portal & pa y GST to Govt.

Please confirm all the documents would be submitted along with each an d every supply for availing the INPUT-TAX Credit. In case any of the documents i s not submitted, INPUT-TAX Credit is not allowed by Tax authority on the GST pa id by us, then the amount will be debited from your bill for the concerned supply or other payment.

Please submit this Annexure duly sealed and signed along with techno-c ommercial bid as token of acceptance of the above.

Signature of Tenderer

with stamp & seal

ANNEXURE - F

CEMENT CORPORATION OF INDIA LIMITED

(A Govt. of India Enterprise)

(AN ISO 9001-2015 CERTIFIED)

PO: RAJBAN CEMENT FACTORY, TEH.PAONTA SAHIB

DISTT. SIRMOUR (H.P.)

Price Bid

Tender No.RCF/MECH/CM/GB/2026-27

Sl no.	Description of work	Basic Price (a)	GST applicable (b) (%)	Total a + b(a)
1	**Dismantling & removal of old gearbox and erection of cement mill new gearbox M/s. NAW make and its alignment with mill and auxiliaries at CCI Rajban site.(on Lumpsum basis)**			X

Note-

1. Certified that the GST indicated as above are as per the prevailing Act of GST and

   Provision made there under.

2. (X) Price are to be quoted on lumpsum basis in GeM Portal (inclusive of GST)

Signature of Tenderer

NAME: _____

ADDRESS_____

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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.

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

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो।बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।/In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---धन्यवाद/Thank You---