

बिड दस्तावेज़ / Bid Document

बिड विवरण / Bid Details	
बिड बंद होने की तारीख/समय / Bid End Date/Time	01-05-2026 11:00:00
बिड खुलने की तारीख/समय / Bid Opening Date/Time	01-05-2026 11:30:00
बिड पेशकश वैधता (बंद होने की तारीख से) / Bid Offer Validity (From End Date)	180 (Days)
मंत्रालय/राज्य का नाम / Ministry/State Name	Ministry Of Defence
विभाग का नाम / Department Name	Department Of Defence Production
संगठन का नाम / Organisation Name	Bharat Dynamics Limited
कार्यालय का नाम / Office Name	*****
कुल मात्रा / Total Quantity	8
वस्तु श्रेणी / Item Category	PROCUREMENT OF P2 MOTOR CASING ASSEMBLY
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	P2 MOTOR CASING ASSEMBLY
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Wooden Shelf / Case / Rack / Credenza / Modular Storage (V2), Copper alloy Taps/Stop Valves (V2) Conforming to IS 8931, Reciprocating Air Compressors - Electric Motor Driven, Line Operated Three Phase AC Motors (Induction Motor) ISI Marked To IS 12615, Hand, and Short Machine Screwing Taps for ISO Metric Screw Threads - IS 6175, Glass Distillation Assembly, Show Case, Monoblock Pump, Electric Two Wheeler - Motorcycle, Scooter and Moped, Sewing Machine as per IS 1610
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	<ul style="list-style-type: none"> • Starter Motor Assembly • Synchronous Servo Motor
वर्षों के अनुभव एवं टर्नओवर से एमएसई को छूट प्राप्त है / MSE Relaxation for Years Of Experience and Turnover	Yes Complete
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Relaxation for Years Of Experience and Turnover	Yes Complete

बिड विवरण/Bid Details	
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Additional Doc 1 (Requested in ATC), Compliance of BoQ specification and supporting document *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेन् है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	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	Yes
रिवर्स नीलामी योग्यता नियम/RA Qualification Rule	50% Lowest Priced Technically Qualified Bidders
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	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
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 खरीद वरीयता / MII Purchase Preference

एमआईआई खरीद वरीयता / MII Purchase Preference	Yes
मेक इन इंडिया विक्रेताओं को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% तक की सीमा में है / Purchase Preference to MII sellers available upto price within L1+X%	20
मेक इन इंडिया खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MII purchase preference	50
सार्वजनिक खरीद (मेक-इन-इंडिया को प्राथमिकता) आदेश 2017 के अनुसार केवल क्लास 1/क्लास 2 के स्थानीय आपूर्तिकर्ताओं को ही भागीदारी की अनुमति है दिनांक 16.09.2020 (समय-समय पर संशोधित एवं लागू) / Allow participation only from Class 1/Class 2 local suppliers as per the Public procurement(Preference to Make-in-india) order 2017 date 16.09.2020(as amended and applicable time to time)	Yes, in compliance with the MII ORDER : DPIIT Order(as amended and applicable time to time)

एमएसई खरीद वरीयता/MSE Purchase Preference

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

Limited Tender

Limited Tender Applicable	Yes
Reason	The sources of supply are definitely known and possibility of fresh source(s) beyond those being tapped is remote.
List of Seller Organization for participation	***** , ***** , *****

1. If the bidder is a Micro or Small Enterprise as per latest orders issued by Ministry of MSME, the bidder shall be relaxed from the eligibility criteria of "Experience Criteria" as defined above subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Experience Criteria, shall upload the supporting documents to prove his eligibility for Relaxation.
2. If the bidder is a Micro or Small Enterprise (MSE) as per latest orders issued by Ministry of MSME, the bidder shall be relaxed from the eligibility criteria of "Bidder Turnover" as defined above subject to meeting of quality and technical specifications. If the bidder itself is MSE OEM of the offered products, it would be relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover, shall upload the supporting documents to prove his eligibility for Relaxation.
3. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed from the the eligibility criteria of "Experience Criteria" as defined above subject to their meeting of quality and technical specifications. The bidder seeking Relaxation from Experience Criteria, shall upload the supporting documents to prove his eligibility for Relaxation.
4. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed from the the eligibility criteria of "Bidder Turnover" as defined above subject to their meeting of quality and technical specifications. If the bidder is DPIIT Registered OEM of the offered products, it would be relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover shall upload the supporting documents to prove his eligibility for Relaxation.
5. Preference to Make In India products (For bids < 200 Crore):Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate .The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023.
[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.
6. Purchase preference will be given to MSEs having valid Udyam Registration 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. 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. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service and Buyer will decide eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 25% (selected by Buyer) percentage of total quantity. The buyers are advised to refer the OM No. F.1/4/2021-PPD dated 18.05.2023 [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.
7. Reverse Auction would be conducted amongst first 50% of the technically qualified bidders arranged in the order of prices from lowest to highest. Number of sellers eligible for participating in RA would be rounded off to next higher integer value if number of technically qualified bidders is odd (e.g. if 7 bids are technically qualified, then RA will be conducted amongst L-1 to L-4). In case number of technically qualified bidders are 2 or 3, RA will be between all without any elimination. If Buyer has chosen to split the bid amongst N sellers, then minimum N sellers would be taken to RA round. In case Primary products of only one OEM are left in contention for participation in RA based on lowest 50% bidders qualifying for RA, the number of sellers qualifying for RA would be increased to get at least products of one more OEM (directly participated or through its reseller) if available. Further, if bid(s) of any seller(s) eligible for MSE preference is / are coming within price band of 15% of Non MSE L-1 or if bid of any seller(s) eligible for Make in India preference is / are coming within price band of 20% of non MII L-1, then such MSE / Make in India seller shall also be allowed to participate in the RA process.

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.

PROCUREMENT OF P2 MOTOR CASING ASSEMBLY (8 pieces)

(क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक/Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

तकनीकी विशिष्टियाँ /Technical Specifications

क्रेता विशिष्टि दस्तावेज़ /Buyer Specification Document	Download
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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
100%	100%

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

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	*****	*****Hyderabad	8	60

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

1. Generic

NON DISCLOSURE DECLARATION CERTIFICATE (On Bidder Letter Head) to be uploaded with bid:

1. I M/s.

hereby declare that I shall not disclose the contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party during and after expiry of Contract.

2. If defying the norms as per the Contract a legal action may be taken against me as per the existing Rules.

2. Generic

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 50 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity up to 50% 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 $(\text{Increased quantity} \div \text{Original quantity}) \times \text{Original delivery period (in days)}$, 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.

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. Generic

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

5. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

Vendor has to deliver the following items:

P2 Motor Casing Assembly (CNT) – Qty: 8 Nos.

1. Technical Terms:

i. The item is procured against requirement of Project ASAM.

ii) The items should be supplied as per Scope of work Document No.DRDL/LRS/PRJ/SCO/004, Ver 0.0 Rev 2.0 Date: 24/09/2018.

iii) Technical Specifications of P2 Motor Casing Assembly (CNT) (Metallic) and its Components should be as per QAP Document: MSQAA/HYD/MRSAM/RMA (METALLIC)/Issue No: 01, Rev 00, Dt: May 2025.

Applicable drawings for ASAM are as per Annexure-B of Doc no:RCI/ASAM/BDL/02 Dt:14 Nov 2025.

(Please note: Fore End Skirt (CNT) Drg no: 542 30 01 00 00 01 Rev No: 08 is replaced with Telemetry Bay Airframe Assembly Drawing No: 333 30 01 00 00 00)

iv) Proper care to be taken to protect finished surfaces, threaded portion of Motors to avoid damage during transportation.

v) Vendor has to submit the following documents for vetting of the order by MSQAA.

- a) Production drawings.
- b) QA Matrix
- c) Process Plan
- d) Inspection plan.

vi) Where ever DRDL is there, read as DRDL/Project/BDL/RCI in SoW.

vii)

a) Proof pressure test plan shall be as per Doc. No. DRDL/DOSP/SPD-1/LRSAM/42, Rev.1, Dt.:03-05-2016.

b) QAP Document for Aluminum Plates(1100 or 19000) in Annealed condition (O Tempered) for PSD shall be as per DRDL/DR&QA/QAD-II/LRSAM/Pr/005 Iss No.1 Rev 00 Dt 27.03.2015 and its amendments.

viii) All bought out items/standard items to be procured from Approved Sources under MSQAA coverage. For fasteners, M/s LPSIS Pvt.Ltd., Rohtak and for 'O' rings, M/s VAKO Seals Mumbai & M/s Galaxy Rubber Products Hyderabad are the Project Approved Sources.

ix) Inspection Reports, Test reports (QT/AT) and Test Specimens (if any) and MSQAA Inspection clearance certificate (COC)/I-Note to be submitted with supplies as per given QAP and SoW. Tests related to weld joints & calibration of Instruments and Gauges to be carried out at NABL accredited Lab and reports to be submitted to BDL.

x) Place of Inspection: At vendors place or any of their work centres/Units or their sub-contractors location.

xi) Inspection Authority/Agency: The Principal Director, MSQAA, Hyderabad or his authorized representative or Project ASAM Nominated representative/BDL QC/RCI Hyderabad.

xii) The items should be as per scope of work and relevant documents and Drawings. Documents and Drawings- their latest amendments/revisions shall be applicable till the completion of purchase order. Applicable Drawings are as per QA Plan.

xiii) All the required Tools, Equipment, Jigs, Fixtures, Test setups, Gauges & Instruments to be used in manufacturing, inspection and testing of items and in the Vendors Scope which are to be certified by BDL/Project/RCI. To submit all certified drawings to BDL.

xiv) All the documents and drawings are supplied are the property of DRDL/BDL/RCI. These documents and drawings shall not be used for any other purpose. The vendor is strictly prohibited from further utilizing or passing of any of the design details or the details of the drawings whole or part.

xv) Qty required, FIM Details, Delivery schedule are as per BDL Purchase order. All the other technical details mentioned in the SoW are applicable.

xvi) The items should be as per Drawings, SoW, QAP/TSQD and other relevant documents. All the latest revisions, amendments, updations and changes are applicable.

2. Commercial terms:

a. Price is inclusive of free delivery at BDL stores (Kanchanbagh) Hyderabad. Packing & forwarding, freight, transit insurance etc are under vendor scope only.

b. Delivery schedule: All the line items are procured against Project ASAM. Delivery should be within T0+2 months, Where T0 is date of MSQAA vetted purchase order to the vendor. Early deliveries are also accepted.

c. Payment terms: Payment terms: 90 % payment with 100 % taxes and duties will be made within 30 days after receipt and acceptance of material at BDL on pro rata basis. Balance 10 % payment against submission of PBG with validity till warranty period plus 3 months claim period. Where ever sets ordered payment will be made after receipt of full set items only.

d. Security deposit: Security deposit shall be submitted by the vendor for 5 % of the ordered value (by way of Bank Guarantee from Scheduled Bank) after placement of PO and valid up to successful execution of PO plus 3 months claim period. SD will be released after successful completion of the order and against submission of Performance Bank Guarantee as applicable.

e. Performance Bank Guarantee (PBG): Supplier shall furnish a PBG for 5 % of order value from Scheduled Bank, valid till end of warranty period plus 3 months claim period.

f. Taxes & Duties: GST exemption certificate will not be provided. Customs duty exemption certificate will not be provided for the imported items. Taxes will be as applicable at the time of supply. In case of delay beyond delivery schedules of PO then any increase in levies at the time of supply will not be considered and only earlier percent of levy will be paid.

g. Warranty: The stores supplied must bear warranty for 24 months from Date of acceptance at BDL and warranty certificate should accompany with Supplies.

h. Packing: The items shall be securely packed in boxes taking adequate care to withstand severe road transport conditions and packing list to be pasted on the box.

i. Consumption statement of FIMs indicating balance FIMs with vendor is to be submitted with each delivery to effect bills payment.

j. FIMs to be collected from BDL stores against Indemnity bond and Insurance for 110% each P2 motor is RS 4,82,508/- of FIM (1 no only) value. FIMs to be collected by the Vendor from BDL Stores and no charges will be paid by BDL. Along with supply of PO items, the material consumption statement indicating material received, consumed and balance available shall be submitted by the Vendor. Balance material if any must be returned after completion of Order.

k. Free Issue Materials: FIMs details are given in PO Sub items for line item no:1 only. No other fims will be issued for remaining Line items.

l. LD Clause: If the seller/service provider fails to deliver any or all the goods/services within the original/revoked delivery period(s) specified in the contract, the Buyer will be entitled to deduct/recover the Liquidated Damages for the delay, unless covered under Force majeure conditions aforesaid, @ 0.5% of the contract value of delayed quantity per week or part of the week of delayed period as pre-estimated damages not exc

eeding 10% of the contract value of delayed quantity without any controversy/dispute of any sort whatsoever.

Vendor shall register in IDM (India Defence Mart) portal and NCAGE & NCAGE+ details shall be furnished to BDL.

GST applicable rate shall be levied extra on LD recovered.

m. Product support: Post warranty service is to be provided for the items supplied up to 20 years on mutually agreed terms and conditions basis.

n. Non Disclosure Agreement: Vendor has to submit the Non Disclosure Agreement as per the format provided by BDL.

3. Other terms & conditions:

a) All Other materials required for fabrication of P2 Motor Casing Assembly (CNT) are under vendor scope only.

b) Fall Clause: The Price charged for items supplied under the purchase order/contract shall be in No event exceed the lowest price at which the vendor sells the stores or offers to sell the items of Identical description to any persons/organizations including the purchase of any department of the central Govt. or any dept. of the state govt. or any statutory undertaking of the central or state govt. As the case may be during the period till the performance of the supply order placed and during currency of the purchase order/contract is completed. If at any time during the said period, the contractor reduces the sales price, sells or offers to sell such items to any person/organization including the purchaser or any department of central govt. or any dept. of state govt. or any statutory undertaking of the central or state govt. as the case may be at a price lower than the price chargeable under the contract, He shall forthwith notify such reduction/sale or offer to sale to the BDL and the price payable under the contract for the items supplied after the date of coming into force of such reduction or sale or offer to sale shall stand correspondingly reduced.

c) Risk purchase clause: In the event the supplier fails to fulfill the purchase order obligations, BDL reserves the right:

i) To purchase elsewhere without notice to the supplier, on account and at the risk of the supplier, the stores not delivered or other of similar description (which in the opinion of BDL shall be readily procurable) without cancelling the purchase order in respect of consignment not yet due for delivery.(or)

ii) To cancel the purchase order in the event action being taken as above the supplier shall be liable for any loss which BDL may sustain on that account by the supplier shall not be entitled to any gain on repurchase made against default.

d) On release of PO, the vendor should submit the order acceptance within seven days. In case of Non receipt of order acceptance by BDL within a week from the date of PO, it is deemed that the PO is accepted in total without any exceptions.

e) Specify the material HSN code. Responsibility of correct classification of GST TAX code lies with vendor.

f) The vendor shall provide the list of their subcontractors and activities outsourced by them and BDL reserves the right to audit the vendor premises and the premises of their subcontractors.

g) All other general terms and conditions as per BDL limited tender terms and conditions.

h) Consignee address:

DM (Store) - LR / MRSAM

Bharat Dynamics Limited, Kanchanbagh,

Hyderabad - 500098, Telangana.

Phone no. - 040-2458 7770.

IMM No: 040-2458 7572/7571.

Note: Vendor to supply the material along with GST Invoice (duplicate copy for transporter), e-way bill (if applicable), packing list, Warrantee Certificate, I-Note/Inspection clearance report / CoC etc. (whichever is applicable).

i) It may be noted that wherever special conditions are listed above, the same will supersede the conditions mentioned in general terms and conditions of the tender enquiry / Purchase order (PO).

6. Buyer Added Bid Specific ATC

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

अस्वीकरण/Disclaimer

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

1. Publishing Custom / BOQ bids for items for which regular GeM categories are available (unless such Custom / BOQ item is bunched with the major regular product Category Item).
2. Mandating procurement of / from specific Brand / Make / Model / Manufacturer / Dealer except in case of Single Bid / Proprietary Article Certificate (PAC) Buying.
3. Inclusion of disqualification criteria related to suspension of seller / service provider, where such suspension period has already expired.
4. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
5. Publishing bids on GeM for procurement of works.
6. Procurement of Goods by creating a Service bid on GeM & vice-versa.
7. Seeking sample with bid or approval of samples during bid evaluation process. However, trial / sample, as

the case may be, shall be permitted in cases where trial / sample are allowed as per approved and published procurement policy of the Buyers' controlling Ministry / Department / State / Public Sector Enterprises Headquarters. If there is any violation of trial / sample clause with regard to approved policy of the Buyers' Ministry / Department / State / Public Sector Enterprises Headquarters, then this is to be determined and redressed by the concerned Buyer Organisation only.

8. Seeking experience from specific organization / department / institute only or from foreign / export experience.
9. Creating bid for items from incorrect categories.
10. Reference of conditions published on any external site or reference to external documents/clauses.
11. Asking for any Tender fee / Bid Participation fee, as the case may be.
12. Buyer added ATC Clauses which are in contravention of clauses defined in bid detail section, including specifications, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by the applicable GeM GTC.
13. Any ATC clause in contravention with GeM GTC Clause 4 (xiii) (h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
14. In a category based bid, adding additional items, through buyer added, additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogues or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

All GeM Sellers/Service Providers shall ensure full compliance with all applicable labour laws, including the provisions, rules, schemes and guidelines under the four Labour Codes i.e. the Code on Wages, 2019; the Industrial Relations Code, 2020; the Occupational Safety, Health and Working Conditions Code, 2020; and the Code on Social Security, 2020 as and when notified and brought into force by the Government of India.

For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972, etc. and relevant State Rules) shall continue to remain applicable.

The Seller/ Service Providers shall, therefore, be responsible for ensuring compliance under:

- **All notified and enforceable provisions of the new Labour Codes as mentioned hereinabove; and**
- **All operative provisions of the erstwhile Labour Laws until their complete substitution.**

All obligations relating to wages, social security, safety, working conditions, industrial relations etc. and any other statutory requirements shall be strictly met by the Seller/ Service Provider. Any non-compliance shall constitute a breach of the contract and shall entitle the Buyer to take appropriate action in accordance with the contract and applicable law.

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

However, in case of Service, if any condition specified in General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement specific to said Service, then it will over-ride the conditions in the General Terms and Conditions.

[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---