

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	23-05-2026 12:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	23-05-2026 12:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	30 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Defence
विभाग का नाम/Department Name	Department Of Military Affairs
संगठन का नाम/Organisation Name	Indian Army
कार्यालय का नाम/Office Name	*****
कुल मात्रा/Total Quantity	1
वस्तु श्रेणी /Item Category	Soil investigation for Fire suppression system for HQ 2 corps Raina auditorium & Yana complex
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	Fire suppression system for HQ 2 corps incl Raina auditorium Yana complex
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Category not available on GeM for the text string uploaded by the buyer
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	<ul style="list-style-type: none"> • Soil Compactor
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) /Minimum Average Annual Turnover of the bidder (For 3 Years)	2 Lakh (s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service	3 Year (s)
वर्षों के अनुभव के लिए एमएसई को छूट प्राप्त है / MSE Relaxation for Years Of Experience	Yes Complete
वर्षों के अनुभव के लिए स्टार्टअप को छूट प्राप्त है / Startup Relaxation for Years Of Experience	Yes Complete
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Experience Criteria,Past Performance,Bidder Turnover,Certif (Requested in ATC),Additional Doc 1 (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 buyer

बिड विवरण/Bid Details

क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ में 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
विगत प्रदर्शन /Past Performance	40 %
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	Yes
रिवर्स नीलामी योग्यता नियम/RA Qualification Rule	50% Lowest Priced Technically Qualified Bidders
लागू आरसीएम/RCM Applicable	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 के लिए आरक्षित / Reserved for Make In India products

एमआईआई के लिए आरक्षित / Reserved for Make In India products	Yes
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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

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 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.

3. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

4. Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OEM of the product offered in the bid {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU for number of Financial years as indicated above in the bid document before the bid opening date. Copies of relevant contracts and delivery acceptance certificates like CRAC to be submitted along with bid in support of having supplied some quantity during each of the Financial year. In case of multiple bids, the category of primary product having highest value should meet this criterion.

5. Bid reserved for Make In India products: : Procurement under this bid is reserved for purchase from Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. However, eligible micro and small enterprises will be allowed to participate. The minimum local content to qualify as a class 1 local supplier is denoted in the bid document. All bidders 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 the bid is liable to be rejected. 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 chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) Order 2017 dated 04.06.2020 . In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.

6. Purchase preference will be given to MSEs having valid Udyam Registration and whose credentials are validated on the 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 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) margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to reduce L-1 price and contract will be awarded for 25% (selected by Buyer) percentage of total quantity. The buyers are advised to

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 portal as well as validated and approved by Buyer after evaluation of documents submitted.

7. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 40% of bid quantity, in at least one of the last three Financial years before the bid opening date at any Central / State Govt Organization / PSU. Copies of relevant contracts (proving supply of cumulative order quantity in any one financial year) to be submitted along with bid in support of quantity supplied in the relevant Financial year. In case of bunch bids, the category related to primary product having highest bid value should meet this criterion.

जीएसटी की धारा 9(3)/Section 9(3) Of GST

Where ever RCM is applicable, sellers (Regular GST registered seller who opted out of FCM , unregistered seller, seller registered under composition scheme)will be forced to put Zero GST and GST cess in their bids. Buyer will have liability paying the GST and GST cess to the government on the specified rate mentioned by them in this Bid.

8. 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 with 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% of 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 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 / 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.

जीएसटी की धारा 9(3) / Section 9(3) Of GST

Where ever RCM is applicable, sellers (Regular GST registered seller who opted out of FCM , unregistered seller, seller registered under composition scheme)will be forced to put Zero GST and GST cess in their bids. Buyer will have liability paying the GST and GST cess to the government on the specified rate mentioned by them in this Bid.

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.

Soil Investigation For Fire Suppression System For HQ 2 Corps Incl Raina Auditorium & Y Complex (1 Unit)

(Minimum 50% Local Content required for qualifying as Class 1 Local Supplier)

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	लागू आरसीएम/RCM Applicable	रिवर्स प्रभार के अनुसार जीएसटी/GST as per RCM	रिवर्स प्रभार के अनुसार जीएसटी उपकर 1 /GST Cess 1 as per RCM	GST Cess 2 as per RCM	वैकल्पिक प्रभार /Optional RCM
NA	NA	Yes	18%	9%	9 (INR) - Per Unit	No

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

क्र.सं./S.No	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Deliver Days
1	*****	*****AMBALA	1	30

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

1. Generic

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase ordered quantity up to 25% of the contracted quantity during the currency of the contract at the contracted rate. 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.

2. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

TECHNICAL SPECIFICATION

Consignee Instructions

1. (a) The Stores / Services will be consigned to GE **(North) Ambala.**
- (b) Immediately on receipt of work order, The consultant shall visit office of Garrison Engineer (North Ambala) and survey the site for any ground details / key locations duly accompanied by representative (AGE) as detailed by Garrison Engineer.

Ser No	Items Mentioned in demand	Technical Specification	Q

(d) No part payment on proof of documents after inspection and acceptance will be made by the Government. However, the measurements shall be entered in Measurement Book as and when work progresses simultaneously and duly signed by AGE(B/R), JE(Civ) and the Consultant. Any dispute in the measurements will be brought to the notice of the Accepting Officer, till such time no further work will be progressed by the consultant till attaining the decision. However, the payment shall be made only after completion of all entries of work done including any deviation of quantities to that effect prepared from time to time for the order. However, the warranty mentioned elsewhere in the tender, will be applied with effect from date of completion issued by this office.

(e) The firms shall hold all the licenses / registration numbers of GST/ service taxes/ IT / CST etc applicable and department will not issue any exemption forms during the course of completion at any stage except certificate of defence Services as per the supply order / job orders only on demand.

(f) Department reserve right to recover any additional payment of GST made by the department as a liability from time to time **or** even as per Job Order / Work Order after execution of the Order, either through MO (Military Receivable Order) **or** as per clause 14 mentioned below. However, no additional claim for GST will be entertained in any case once orders are being executed by the firm considering the date of payment as cut-off or deadline as decided by Accepting Officer.

(g) No assistance for obtaining import license for the item involving foreign exchange will be given by the office.

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Date of Completion of order

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5. The entire supply & services should be completed within **30 days** from the date of 'award of contract'

Inspection Authority

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6. The Services will be subject to inspection to ascertain that they conform to the specifications as laid down in the supply order by the following as marked:

(a) Representative of the DDO / Garrison Engineer concerned / Accepting Officer.

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(b) Board of Officers detailed by the Accepting Officer / DDO in case of any disputes. Any dispute in the measurements will be brought to the notice of the Accepting Officer, till such time no further work will be progressed.

progressed by the consultant till attaining the decision in the terms of terms of references in Quotation Appendix / Rule 177 to 196 of GFR-2017.

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General Conditions.

7. If the delivery of services by the stipulated date is expected to be delayed due to any cause beyond your control, you shall immediately on the happening of the event causing delay in rendering the services, give notice in writing to the undersigned or Accepting Officer (AO) who after consideration of circumstances causing delay in the supply may / may not grant reasonable extension of time for delivery of Services as per requirement at each stage. In case extension not been granted by Accepting Officer, the department is not responsible for the order placed on consultant for execution.

8. **Maximum period of extension of delivery period / completion period.** The maximum period of extension of Delivery / completion that can be granted by the Accepting Officer with or without liquidated damages shall be such that the total period i.e. the original delivery period plus the extension does not exceed twice the original delivery period. Extension beyond such period will invite imposition of with or without Penalty / Liquidated Damages Charges on uncompleted supply / works as decided by Accepting Officer depending on the merit of the case with or without compensation. To this effect the firms are advised to apply for extension before date of completion, for which 0.5% compensation per week or part thereof on uncompleted supply / works, will be levied from the date of original completion subject to maximum 10% of total amount of unsupplied amount of the supply order irrespective of reasons whatsoever claimed by the consultant. In case of non-supply of unsupplied items the firm will be liable for 03 to 06 months as decided by the Accepting Officer. In case of force majeure conditions, the extension of delivery period without compensation, even for more period, will be accorded as decided by Accepting Officer and the firm is bound to execute the order with the quoting the rates only. In above cases, Accepting Officer is at discretion to cancel any unsupplied item(s) as per the periodicity of the requirement for the department.

9. In case data supplied are not found acceptable after inspection, the same will be removed and replaced by the consultant with correct specification at his own expense. In case of any dispute decision of the Accepting Officer will be final and binding in accordance with the terms of terms of references in Quotation / this Appendix / Rule 177 to 196 of GFR-2017.

10. In case the Topography Survey supplied are found not conforming to the required specifications, the same either partly or fully will be rejected by the department at any stage. The consultant will have no claim whatsoever on account of rejection of his offer which is without any prejudice. In this regard, the decision of Accepting Officer will be final and binding.

11. No insurance charges will be paid by the department. The Consignees accepts no responsibility or liability for the stores / T&P loss or damage to the stores in transit or for the rejected stores lying inside the premises for whatsoever reason. No extra charges will be paid towards installation of new equipment as the manufacturer guide lines.

12. The Accepting Officer / DDO reserves the right to subject the data supplied by the consultant to a second inspection by an authority nominated by him or to inspect the output data himself, and may reject them if not conforming to the laid down specifications.

13. **Recovery of outstanding dues if any :** The department reserves the right to recover any outstanding dues of the consultants from the sums / dues / payments available with it or through other departments (MES / Revenue Department / Central Govt deptt etc) by intimating Aadhar Card details of the firm's proprietor / partner. In such events this office will take up the case with registering auth for termination / cancellation of registration of consultants after issuance of notices in writing. In this connection please refer Para 16 below.

14. **Penalty Clause / Liquidated Damage Clause for Delays / Part Supply / Revocation**

(a) **Delays.** Services shall be completed and requisite documents shall be submitted within the prescribed **time frame** from the date of acceptance of supply order. Penalty @ 0.50% would be levied for a period of every week or part thereof on the value of undelivered goods / work not carried out, subject to a maximum of 10% of amount of unexecuted items of supply order / job order. This HQ may recover any outstanding dues / defaulter amount from any State Revenue Department / Central Govt dept by the Accepting Officer quoting Aadhar Card / Current account details and the firm will be banned / recommended for ban for 03 to 06 months for participating in the bidding from the date of completion of order in MES. In such cases the firm will also be put ban for 03 to 06 months to issue quotations in MES department or any other departments for delay and/or non-execution of order.

(b) **Revocation Before Acceptance.** In case the consultant wants to **revoke** any item(s) of quotation, the firm **EITHER** shall write a letter to this HQ before acceptance of quotation subject to payment of 10% of total revoked amount towards compensation through Military Receivable Order (MRO) available through this office / with consignee **OR** the firm will be recommended for ban by registering authority for a period of six months as decided by the Accepting Officer to quote in MES / in other departments' tenders / quotations anywhere in India.

Contd-4/

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15. **Imposition of Punishments / Debarment on Performance & Conduct.** The firm's kind attention is invited towards imposition of punishment as per Rule 150(iv), Rule 151 of General Financial Regulations-2017 regarding debarment, performance & conduct against which the decision of Accepting Officer will be final & binding on the course of execution of supply order / job orders / services rendered by the firm till warranty period. GS may also be recommended to GST Department to be kept in abeyance / suspended till finalization of any payments outstanding govt dues.

16. **Warranty Terms.** The consultant has to give one year warranty from the date of acceptance of services by the consignee, which covers free service and spare parts excluding consumables in case of job order and complete replacement of any documents if found defective in case of items supplied as decided by the Accepting Officer. Consultant will provide technical advice even during execution and till completion of work.

17. **Variation Of Quantities.** The variations of quantities shall be at the discretion of Accepting Officer up to $\pm 20\%$. If the variation is more than $\pm 20\%$, the quantities operated shall be as per the mutual consent in writing.

18. **Closure of Transaction.** After satisfactory completion of all the obligations under this Contract, after release of payments for the goods / services, the transaction shall be treated as closed.

19. **Cyber Security Aspects.** The electronic equipment(s) of the firm shall not be taken out of the office premises without permission by Engineer-in-Charge, who will arrange necessary security permission for the consultant and his team by liaising with Station authorities. The firm or his representative shall not carry back-up any data from any of the computers. The operation / testing shall be carried out by the firm in the presence of a representative exclusively detailed by Garrison Engineer. The representative of the firm shall not hold any storage devices (other than any authorized application program data) viz. cameras / CDs / Pen Drives / Memory Sticks / SD Cards / floppies etc. while entering the office premises. Breach of any cyber security norms may lead to civil / criminal offense. All the retrieved parts / store / spares if any IT consumables / eWaste shall be handed over to the Engineer-in-Charge who will dispose-off as per ecological norms keeping in view of cyber security norms under e-Waste (Management and Handling) Rules 2010 published by the Government of India in the Ministry of Environment and Forests vide number S.O.1125 (E), dated 14th May, 2010 in the Gazette of India and subsequent amendments thereof.

20. The taking over of “tentative site plan(s)” by the Consultant from Garrison Engineer will be the treating over of site to the consultant for quick commencement.

21. A certificate on notarized stamp paper of Rs. 100/- declaring that the firm is not black listed by any G.U. The signature on stamp paper should not be older than one month from BID start date.

22. A certificate duly signed and stamp by the firm that he agrees our additional terms & conditions other than his bids will be rejected.

23. Copy of PAN Card

24. Copy of GSTIN.

25. Copy of cancelled cheque

26. Copy of NEFT mandate duly certificate the bank.

27. Copy of NABL Accreditation certificate.

28. Experience in similar Job (Soil investigation)

29. Bidder shall also upload the duly signed copy of this ATC along with the bid or give certificate that they accept all terms and conditions as mentioned at srl no. 01 to 29 of this buyer ATC apart from GEM ATC.

3. 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 clauses 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.

1. Publishing Custom / BOQ bids for items for which regular GeM categories are available (unless such Custom / 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 / 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 other 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 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 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 they can raise their representation against the same by using the Representation window provided in the bid details 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 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 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 से अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्यवाही का आधार होगा।/In terms of GeM GTC clause 26 regarding Restriction 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 would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---धन्यवाद/Thank You---