

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	27-05-2026 16:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	27-05-2026 16:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	180 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Delhi
विभाग का नाम/Department Name	Health And Family Welfare Department Delhi
संगठन का नाम/Organisation Name	N/a
कार्यालय का नाम/Office Name	Burari Hospital
वस्तु श्रेणी /Item Category	Annual Maintenance Service - Desktops, Laptops and Peripherals - Desktop PC; Acer , Annual Maintenance Service - Desktops, Laptops and Peripherals - Multifunction Printer (Monochrome , Laser , Composite Cartridge, Mid range); hp , Annual Maintenance Service - Desktops, Laptops and Peripherals - UPS (Offline 700 VA); hp , Annual Maintenance Service - Photocopier Machine - Photocopier Machines (Monochrome , Laser , Separate Drum & Tonner, Mid Range); Kyocera 3212i; OEM Authorised Service Provider
अनुबंध अवधि /Contract Period	2 Year(s) 1 Day(s)
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) /Minimum Average Annual Turnover of the bidder (For 3 Years)	15 Lakh (s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service	3 Year (s)
इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है/Past Experience of Similar Services required	Yes
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	No

बिड विवरण/Bid Details	
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),OEM Authorization Certificate,OEM Annual Turnover,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 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	No
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 Days
अनुमानित निविदा मूल्य (सभी करों सहित) भारतीय रुपये में / Estimated Bid Value in INR (Inclusive of all taxes)	800000
Payment Timelines	Payments shall be made to the Seller within 45 days of issue of service delivery acceptance certificate (SDAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC)
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है / Financial Document Indicating Price Breakup Required	Yes
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
-----------------------------	---------------------

ईएमडी राशि/EMD Amount	16000
-----------------------	-------

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).	26

(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.

लाभार्थी /Beneficiary :

MEDICAL DIRECTOR
Burari Hospital, Health and Family Welfare Department Delhi, N/A,
(Medical Director)

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

एमआईआई अनुपालन/MII Compliance

एमआईआई अनुपालन/MII Compliance	Yes
-------------------------------	-----

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	100

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. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the 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 the 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. 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.
5. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs 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 the Purchase preference, 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 service. If L-1 is not an MSE and MSE Service provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price. The buyers are advised to refer to the [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.
6. 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.
7. 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.

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

Annual Maintenance Service - Desktops, Laptops And Peripherals - Desktop PC; Acer (37)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Type of Asset	Desktop PC
Make/Brand of Assets	Acer
Status of Annual Maintenance Service Provider	OEM Authorised Service Provider
Periodicity of Preventive Maintenance Services	Quarterly
Onsite Service Engineers Requirement	As Indicated in Bid Document.

विवरण/ Specification	मूल्य/ Values
Basic Maintenance of OS, Office Suite, Drivers Update and Patch update on client compute machines	Inclusive
एडऑन /Addon(s)	
Requirement of Technicians	Yes

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

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	No
--	----

अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of each Asset for AMC	अतिरिक्त आवश्यकता /Additional Requirement
1	Praveen Mittal	110084,Burari Hospital, Kaushik Enclave, Govt of NCT of Delhi	37	<ul style="list-style-type: none"> Number of months for technician : 24 Number of Resident engineers : 0 Number of technicians : 2

Annual Maintenance Service - Desktops, Laptops And Peripherals - Multifunction Printer (Monochrome , Laser , Composite Cartridge, Mid Range); Hp (49)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Type of Asset	Multifunction Printer (Monochrome , Laser , Composite Cartridge, Mid range)
Make/Brand of Assets	hp
Status of Annual Maintenance Service Provider	OEM Authorised Service Provider
Periodicity of Preventive Maintenance Services	Quarterly
Onsite Service Engineers Requirement	As Indicated in Bid Document.
Basic Maintenance of OS, Office Suite, Drivers Update and Patch update on client compute machines	Inclusive

विवरण/ Specification	मूल्य/ Values
एडऑन /Addon(s)	
Requirement of Technicians	Yes

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

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	No
--	----

अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

प्रेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of each Asset for AMC	अतिरिक्त आवश्यकता /Additional Requirement
1	Praveen Mittal	110084,Burari Hospital, Kaushik Enclave, Govt of NCT of Delhi	49	<ul style="list-style-type: none"> • Number of months for technician : 24 • Number of Resident engineers : 0 • Number of technicians : 2

Annual Maintenance Service - Desktops, Laptops And Peripherals - UPS (Offline 700 VA); Hp (56)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Type of Asset	UPS (Offline 700 VA)
Make/Brand of Assets	hp
Status of Annual Maintenance Service Provider	OEM Authorised Service Provider
Periodicity of Preventive Maintenance Services	Quarterly
Onsite Service Engineers Requirement	As Indicated in Bid Document.
Basic Maintenance of OS, Office Suite, Drivers Update and Patch update on client compute machines	Inclusive
एडऑन /Addon(s)	

विवरण/ Specification	मूल्य/ Values
Requirement of Technicians	Yes

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

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	No
--	----

अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

प्रेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of each Asset for AMC	अतिरिक्त आवश्यकता /Additional Requirement
1	Praveen Mittal	110084,Burari Hospital, Kaushik Enclave, Govt of NCT of Delhi	56	<ul style="list-style-type: none"> • Number of months for technician : 24 • Number of Resident engineers : 0 • Number of technicians : 2

Annual Maintenance Service - Photocopier Machine - Photocopier Machines (Monochrome , Laser , Separate Drum & Tonner, Mid Range); Kyocera 3212i; OEM Authorised Service Provider (2)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Type Of Asset	Photocopier Machines (Monochrome , Laser , Separate Drum & Tonner, Mid Range)
Make/Brand Of Assets	Kyocera 3212i
Status of Annual Maintenance Service Provider	OEM Authorised Service Provider
Onsite Service Engineers Requirement	As Indicated in Bid Document
Periodicity of Preventive Maintenance Services	Quarterly
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
--	----

अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Quantity	अतिरिक्त आवश्यकता /Additional Requirement
1	Praveen Mittal	110084,Burari Hospital, Kaushik Enclave, Govt of NCT of Delhi	2	N/A

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

1. Generic

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

2. Provisions for workmen compensation, insurance, public liability, property damage, insurance etc. to be ensured by the contractor. Also, safety measures prescribed for working in Extra High Voltage & use of personnel protective equipment must be adhered to.

3. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

Additional Terms and Conditions

The service provider shall be required to provide AMC services. This Bid outlines the scope of work, Stakeholder's obligation and general terms and conditions of all services covered as they are mutually understood by the stakeholders. For this arrangement following points are to be considered:

1. VALIDITY PERIOD: The Contract shall initially be valid for a period of two year from the

date of commencement of agreement. Contract may be extended further for a period of up-to one year on based on satisfactory performance and with mutual consent, on the same rates, terms and conditions depending on performance of the Agency.

2. During the contract period if any work found against the contract terms and conditions and scope of work the contract, financial penalty may be imposed or contract could be terminated after giving the one month notice as the case may be.

3. The successful bidder shall be required to execute an agreement within 30 days from the date of award of contract. The agreement shall be executed on Non-Judicial Stamp Paper worth Rs. 100/- issued in the name of The Medical Director-Burari Hospital.

4. The firm should have a valid GST registration certificate.

5. Bidders have to submit PAN number of the firm/owner of firm as on ITR.

6. All the replaced parts handed over to the concerned department.

7. The electronic performance bank guarantee (EPBG) will be according to GFR rules, i.e. 5% to be submitted after award of contract.

8. The service provider shall be required to submit a detailed Service Escalation Matrix, indicating the escalation hierarchy along with timelines, names of contact persons, mobile numbers, office addresses, and email IDs. This matrix shall be used by the Department/Organization for lodging and escalating service-related issues.

9. Downtime Penalty will be applicable as mentioned below:

S.No	Type of equipment	Downtime -Penalty
1	Desktop Computer	Rs. 1000/- per day after 48 hours for every day/part thereof.
2	Printers	Rs. 500/- per day after 48 hours for every day/part thereof.
3	UPS	Rs. 500/- per day after 48 hours for every day/part thereof

4	Photocopier Machines	Rs. 500/- per day after 48 hours for every day/part thereof
---	----------------------	---

10. An Earnest Money Deposit (EMD) equivalent to 2% of the estimated bid value shall be mandatorily applicable. Bidders claiming exemption shall submit valid supporting documents as per GeM guidelines.

11. The service provider shall be required to undertake Annual Maintenance Contract (AMC) for all make / brands of Computers, Printers, UPS and Photocopier Machines as specified in the list of assets mentioned below, without any exclusion.

S.No	Type of equipment	Make/Model
1	Desktop Computer	ACER/VERITON / ACER
2	Printers	Canon , HP , Brother (Color / Mono / MFP)
3	UPS	Paradyne , Cyber power
4	Photocopier Machines	Kyocera

12. The service provider shall submit a photocopy/scanned copy of the EMD instrument (in case not exempted) along with the bid document as proof of EMD submission.

13. The service provider shall submit a self-declaration regarding non-blacklisting on a ₹10/- non-judicial stamp paper, duly signed and stamped, stating that the firm has not been blacklisted/debarred by any Government Department/Organization/PSU.

14 Dispute Resolution

The Burari Hospital reserves all right to cancel / terminate this Contract by giving the Contractor a prior and written notice of one month without indicating any Reasons.

Any dispute between Burari Hospital and the Authorized Agent will be settled as follows:

a. If any dispute or differences arises between the parties, relating or, concerning or, on interpretation of the contract or, any alleged breach thereof or, any matter relating to the contract, the same shall be settled by the parties as far as possible by mutual discussion and consultation between themselves- Whether the same has arisen during the subsistence of the contract or thereafter.

b. In case of failing the mutual discussion or Consultation, then the matter shall be referred to the Arbitrator, appointment by the Medical Director, Burari Hospital

al with mutual consent of both the parties and shall be resolved under Indian Arbitration & Conciliation Act-1996.

c. All disputes, shall be settled under the jurisdiction of the Courts situated in NCT of Delhi.

4. **Buyer Added Bid Specific Scope Of Work(SOW)**

Text Clause(s)

SCOPE OF WORK

Tender for Annual Maintenance Contract (AMC) of Desktop Computers, Printers, UPS , Photocopier Machines

1. Objective

The objective of this Annual Maintenance Contract (AMC) is to ensure uninterrupted, efficient, and reliable functioning of Desktop Computers, Printers, Uninterruptible Power Supply (UPS) systems and Photocopier Machines installed at various offices/locations through preventive and breakdown maintenance services

2. Scope of Equipment Covered

The AMC shall cover all out-of-warranty equipment as listed below:

a) Desktop Computers (Qty-37)

- CPU, motherboard, RAM, hard disk/SSD, SMPS
- Monitor, keyboard, mouse:
- Network interface cards and ports
- Operating system and basic system software support

b) Printers (Qty-49)

- Laser Inkjet printers
- Print heads, fuser unit, rollers (excluding consumables unless specified)
- Connectivity and driver related issues

c) UPS (Qty-56)

- Offline UPS
- Batteries, internal circuitry, and wiring
- Backup time and basic voltage protection

d) Photocopier Machines (Qty-2)

- Digital Photocopiers/MFDs

- Scanning ,copying and printing functions
- Mechanical and electronic component(excluding consumable unless specified)

3. Nature of AMC

- Non-Comprehensive AMC as specified in the tender
- Non-Comprehensive AMC shall include labor and service charges only (spares to be charged separately with approval)

4. Preventive Maintenance

- Minimum quarterly preventive maintenance visits (or as specified)
- Cleaning of equipment and internal components
- Inspection of power supply, cables, and connections
- Performance checks and system optimization
- Submission of Preventive Maintenance Reports after each visit

5. Breakdown Maintenance

- On-call breakdown support during office working hours
- Diagnosis and rectification of faults
- Replacement of faulty components (as per AMC type)
- Temporary standby equipment to be provided if repair exceeds stipulated downtime (where feasible)

6. Service Level Agreement (SLA)

- Response Time: Within 24 hours of complaint registration
- Resolution Time: Within 48 hours (depending on criticality)
- Penalty clauses shall apply for delays beyond agreed SLA

7. Consumables

- All consumables are excluded.

8. Safety and Compliance

- Proper handling of equipment and data confidentiality
- No damage to existing infrastructure

9. Payment Terms

- AMC charges payable on Quarterly basis as per tender conditions
- Payments subject to satisfactory performance and certification by the department

10. Term of Contract

- AMC shall be valid for Two year, extendable up to additional 1 year on mutual consent and satisfactory performance

11. Responsibilities of the AMC Vendor

- Single point of contact for all maintenance services
- Ensure maximum uptime of equipment
- Coordination with OEMs, if required
- Compliance with all tender conditions

12. Termination Clause

- Contract may be terminated for unsatisfactory performance, breach of contract, or non-Compliance with SLA.
- Notice period as per tender terms

13. Acceptance of AMC

- AMC shall commence from the date of issue of work order
- Successful completion of initial inspection and baseline reporting

अस्वीकरण/Disclaimer

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

1. Publishing Custom / BOQ bids for items for which regular GeM categories are available (unless such Custom / BOQ item is bunched with the major regular product Category Item).
2. Mandating procurement of / from specific Brand / Make / Model / Manufacturer / Dealer except in case of Single Bid / Proprietary Article Certificate (PAC) Buying.
3. Inclusion of disqualification criteria related to suspension of seller / service provider, where such suspension period has already expired.
4. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
5. Publishing bids on GeM for procurement of works.
6. Procurement of Goods by creating a Service bid on GeM & vice-versa.
7. Seeking sample with bid or approval of samples during bid evaluation process. However, trial / sample, as the case may be, shall be permitted in cases where trial / sample are allowed as per approved and published procurement policy of the Buyers' controlling Ministry / Department / State / Public Sector Enterprises Headquarters. If there is any violation of trial / sample clause with regard to approved policy of the Buyers' Ministry / Department / State / Public Sector Enterprises Headquarters, then this is to be determined and redressed by the concerned Buyer Organisation only.
8. Seeking experience from specific organization / department / institute only or from foreign / export experience.
9. Creating bid for items from incorrect categories.
10. Reference of conditions published on any external site or reference to external documents/clauses.
11. Asking for any Tender fee / Bid Participation fee, as the case may be.
12. Buyer added ATC Clauses which are in contravention of clauses defined in bid detail section, including specifications, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by the applicable GeM GTC.
13. Any ATC clause in contravention with GeM GTC Clause 4 (xiii) (h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
14. In a category based bid, adding additional items, through buyer added, additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogues or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

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

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

For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The

Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972, etc. and relevant State Rules) shall continue to remain applicable.

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

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

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

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

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

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

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी 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---