

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	24-02-2026 12:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	24-02-2026 12:30:00
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	32
वस्तु श्रेणी /Item Category	REAR SERVO POWER SUPPLY HARNESS - W9 , REAR SECTION SIGNAL & CONTROL HARNESS - W8
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	REAR SECTION SIGNAL & CONTROL HARNESS -W8
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"> Signal/ Triad Cable
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
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	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 विवरण/Bid Details	
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	1
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	7
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
प्राथमिक उत्पाद श्रेणी/Primary product category	REAR SECTION SIGNAL & CONTROL HARNESS - W8
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
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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

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.

REAR SERVO POWER SUPPLY HARNESS - W9 (16 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%	NA

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	16	180

REAR SECTION SIGNAL & CONTROL HARNESS - W8 (16 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%	NA

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	16	180

Buyer added Bid Specific Additional Scope of Work

क्र.सं./S.N o.	Document Title	Description	रिवर्स प्रभार के अनुसार जीएसटी/Applicable i.r.o. Items

क्र.सं./S.No.	Document Title	Description	रिवर्स प्रभार के अनुसार जीएसटी/Applicable i.r.o. Items
1	PROCUREMENT OF REAR SECTION SIGNAL CONTROL HARNESS CONTROL HARNESS W8 AND REAR SERVO POWER SUPPLY HARNESS W9 View	PROCUREMENT OF REAR SECTION SIGNAL CONTROL HARNESS CONTROL HARNESS W8 AND REAR SERVO POWER SUPPLY HARNESS W9	REAR SECTION SIGNAL & CONTROL HARNESS - W8(16)

The uploaded document only contains Buyer specific Additional Scope of Work and / or Drawings for the bid items added with due approval of Buyer's competent authority. Buyer has certified that these additional scope and drawings are generalized and would not lead to any restrictive bidding.

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

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

4. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

Vendor has to deliver the following items:

1. Rear Section Signal & Control Harness - W8 : Qty: 16 Nos

2. Rear Servo Power Supply Harness – W9 : Qty: 16 Nos.

1. Technical Terms:

a) The item is procured against requirement of project ASAM.

b) The item should be supplied as per

i. QAP Doc No: MRSAM/RSCH/01, Issue no:01, Rev:00 Dated: May 2025.

ii. SoW Doc No. DRDL/LRS/PRJ/SOW/013 Ver 4.0 Rev.0.0 Dt: 03.04.2013

iii. LRSAM Cable Harness drawings are applicable along with the amendments mentioned in Ref: RCI/AS AM/BDL/01 dt: 20.01.2026

Drawing No. 542 85 00 00 04 00 Rev No 3.0 for W8 harness (Sheet 1 & 2)

iv. LRSAM Cable Harness drawings are applicable along with the amendments mentioned in Ref: RCI/AS AM/BDL/01 dt: 20.01.2026

Drawing No. 542 85 00 00 05 00 Rev No 3.0 for W9 harness

c) Vendor has to perform Production level Qualification Testing for each Production batch As per QAP page no 15, 16, 17 & 18 in place of DRDL, if required. Required facility, Equipment & Test setup is in Vendor scope only.

d) Where ever DRDL is there, read as BDL/ DRDL/ Project in SoW except for Qualification tests.

e) Inspection Authority/Agency: Principal Director, MSQAA Hyderabad or his authorized representatives or Project nominated Inspection Agency.

f) 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. Testing to be carried out at NABL accredited Lab.

g) All applicable Documents of LRSAM Project are applicable ASAM also. All the latest revisions, versions, amendments, updations and changes if any are applicable and shall be followed for manufacturing and supply of items.

h) Complete inspection and documentation shall be carried out by the manufacturer as mentioned in SoW & QAP document.

i) The firm shall prepare detailed Process Plan, Inspection plan, Manufactures QA plan and QA matrix indicating all stages of manufacture/Inspection from the raw material stage till the final product is realized and approval shall be obtained from BDL/MSQAA for all the documents before commencing production.

j) In case of vendor subcontracts a part of operation for the order in part or full, the same has to be informed to MSQAA and vendor shall submit relevant documents to MSQAA, to undertake inspection at the subcontractor premises.

k) Vendor shall submit the details of existing technical documentation (Scope of Work, QAP/TSQD, and QAP/TSQD Amendments, Drawing versions vetted) by MSQAA during TEC.

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

2.Commercial Terms:

a) Quantity ordered is inclusive of Production level Qualification testing samples.

b) Price quoted shall be inclusive of free delivery at BDL LRSAM stores (Kanchanbagh) Hyderabad. Packing & forwarding, freight, transit insurance are under vendor scope only.

c) Input Raw material & bought out items required for manufacturing of item is under Vendor scope. No FI M will be issued by the BDL.

d) All the required Tools, Jigs, Fixtures, Test setups/equipment used in manufacturing, testing and inspection of items are in vendor's scope only.

e) Marking of cable harness is as per Drawing. If any special marking instruction given in SoW & QAP same shall be followed.

f) Packing: Dust caps/ Shorting caps should be provided for all the connectors used for cable harness to protect it from dust deposition on the contacts. If any specific packing instructions given in SoW, QAP & Drawing same shall be followed.

g) Delivery Schedule:

(1) Lot 1: 4 Nos + 2 Nos QT cables (if required) should be delivered within T0+3 months, where T0 is date of PO. Early deliveries are also accepted.

(2) Lot 2: 10 Nos should be delivered within T0+6 (if any design changes are required will be informed after delivery of first 4 Nos)

Each set consists of one No.W8 and one No.W9

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

i) Taxes & Duties: 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.

j) Payment terms:

i) 90% of basic value and 100% taxes shall be paid within 30 days against receipt of material along with nominated inspection agency I-note and acceptance at BDL. The balance 10% of basic value shall be paid on submission of PBG

ii) Payment will be on pro-rata basis for accepted items.

iii) Payment will be made as a set (Each set consists of one No.W8 and one No.W9)

iv) BDL reserves its right to release GST only after suppliers invoice / debit note is reflected in GSTR-2B/2A within the specified time limit mentioned in GST Law.

k) Security deposit (SD): Security Deposit shall be submitted by the vendor for 5% of the ordered value (by way of online Payment/Demand Draft/Bankers Cheque/Bank Guarantee from Scheduled Bank) after placement of PO and valid up to successful execution of PO plus 3 months claim period.

l) Performance Bank Guarantee (PBG): The vendor shall submit the PBG for 5% of the supplied items value with validity upto warranty period plus 3 months claim period by way of `Performance Security`. "Performance Security" shall mean Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt from a commercial Bank, Bank Guarantee (including e-Bank guarantee) from any of the commercial bank or online payment.

m) Warranty: The items to be supplied must bear warranty for 24 months from the date of acceptance at BDL. Warranty certificate should accompany with supplies.

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

o) LD Clause:

If the Seller/Service provider fails to deliver any or all the goods/services within the original/re-fixed 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 exceeding 10% of the contract value of delayed quantity without any controversy/dispute of any sort whatsoever.

p) Non Disclosure Agreement: Vendor has to enter in to a Non Disclosure Agreement as per the format provided by BDL (To be submitted along with Bids)

q) Option Clause: BDL retains the right to place orders for additional quantity up to a maximum of 100% of the originally PO/contracted quantity at the same rate and terms of the PO/contract during execution or within one year from the date of last supply of the PO/contract.

3) Other Terms & Conditions:

a) Vendor has to comply for supplier quality requirements (SQR) as per Annexure 1D.

b) No Custom Duty Exemption Certificate, No Excise Duty Exemption Certificate and No FIM will be issued by BDL.

c) 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.

d) 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.

e) 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.

f) Vendor shall mention the following consignee details during delivery of the items to BDL.

To

Incharge Store (LR/MRSAM-Stores)

Bharat Dynamics Limited,

Kanchanbagh, Hyderabad- 500 058, TS

Phone: 040-24587770

IMM Contact No.040-24587572

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)

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

5. Buyer Added Bid Specific ATC

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

अस्वीकरण/Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
16. 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 catalogs 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 within 4 days of bid publication on GeM. 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.

[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---