

**बिड दस्तावेज़ / Bid Document**

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	16-03-2026 10:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	16-03-2026 10:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	120 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Defence
विभाग का नाम/Department Name	Department Of Defence Production
संगठन का नाम/Organisation Name	Hindustan Aeronautics Limited (hal)
कार्यालय का नाम/Office Name	*****
वस्तु श्रेणी /Item Category	Marine and Transit Insurance Service - Marine Cargo Inland, Inland Transit; Land, Sea, Air , Marine and Transit Insurance Service - Marine Cargo Exports/Imports; Land, Sea, Air , Marine and Transit Insurance Service - Marine Cargo Exports; Land, Sea, Air , Assets Insurance Service - FIRE AND SPECIAL PERILS POLICY EXCLUDING TERRORISM - RAW MATERIALS AND SPARES; Standard Fire & Special Perils Cover; Mandatory , Assets Insurance Service - FIRE AND SPECIAL PERILS POLICY INCLUDING TERRORISM - BUILDING, PLANT AND MACHINERY,WIP; Standard Fire & Special Perils Cover; Mandatory , Motor Insurance Service - 2 Wheeler, 4 Wheeler; 0 TO 5000 CC
अनुबंध अवधि /Contract Period	1 Year(s)
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Relaxation for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Relaxation for Years of Experience and Turnover	No
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या / Minimum number of bids required to disable automatic bid extension	4
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 विवरण/Bid Details	
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	Yes
रिवर्स नीलामी योग्यता नियम/RA Qualification Rule	H1-Highest Priced Bid Elimination
क्रेता के लिए उपलब्ध आईटीसी/ITC available to buyer	Yes
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	3 Days
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation

#### ईएमडी विवरण/EMD Detail

आवश्यकता/Required	No
-------------------	----

#### ईपीबीजी विवरण /ePBG Detail

आवश्यकता/Required	No
-------------------	----

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

#### एमआईआई अनुपालन/MII Compliance

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

1. 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.

2. Reverse Auction would be conducted amongst all the technically qualified bidders except the Highest quoting bidder. The technically qualified Highest Quoting bidder will not be allowed to participate in RA. However, H-1 will also be allowed to participate in RA in following cases:

- i. If number of technically qualified bidders are only 2 or 3.
- ii. If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.
- iii. In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
- iv. If L-1 is non-MSE and H-1 is eligible MSE and H-1 price is coming within price band of 15% of Non-MSE L-1
- v. If L-1 is non-MII and H-1 is eligible MII and H-1 price is coming within price band of 20% of Non-MII L-1

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

#### अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

**Details for Insurance required Advisory- With reference to Order F.No. 14017/64/2020-Ins. II issued by the Department of Financial Services under Ministry of Finance, it is advised not to include Net-Worth as a criterion for Public Sector General Insurance Companies in General Insurance tenders.:**[1771582247.pdf](https://www.mca.gov.in/LinkClick.aspx?linkid=1771582247)

**Details of Risk Coverage:**[1771582265.pdf](https://www.mca.gov.in/LinkClick.aspx?linkid=1771582265)

**Marine And Transit Insurance Service - Marine Cargo Inland, Inland Transit; Land, Sea, Air ( 1 )**

**तकनीकी विशिष्टियाँ /Technical Specifications**

विवरण/ Specification	मूल्य/ Values
<b>कोर / Core</b>	
Type of policy	Marine Cargo Inland , Inland Transit
Means of Transportation	Land , Sea , Air
Stages of transit to be Covered	Packing and unpacking , Loading or unloading , Transportation , Storage of goods during the move
Role of Buyer	Owner of goods being transported AND Agency responsible for transport of goods by the owner of Goods
Geographic Coverage	Domestic
Re-insurance Arrangement	Mandatory
Premium Payment Options	STAGGERED
General Insurance List of Insurer from where insurance to be taken(can indicate multiple service providers)	The New India Assurance Co. Ltd. , The Oriental Insurance Co. Ltd. , United India Insurance Co. Ltd. , National Insurance Co. Ltd.
<b>एडऑन /Addon(s)</b>	
<b>अतिरिक्त विवरण /Additional Details</b>	
Insurance Start Date	01-04-2026
Insurance End Date	31-03-2027

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

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

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

जीएसटी पर इनपुट कर क्रेडिट /ITC on GST	जीएसटी उपकर कर क्रेडिट /ITC on GST Cess
100%	NA

**अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents**

**परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity**

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	Quantity	अतिरिक्त आवश्यकता /Additional Requirement
1	*****	*****KORAPUT	Project / Lumpsum Based	• Total Sum Insured : 16320000000

**Marine And Transit Insurance Service - Marine Cargo Exports/Imports; Land, Sea, Air ( 1 )****तकनीकी विशिष्टियाँ /Technical Specifications**

विवरण/ Specification	मूल्य/ Values
<b>कोर / Core</b>	
Type of policy	Marine Cargo Exports/Imports
Means of Transportation	Land , Sea , Air
Stages of transit to be Covered	Packing and unpacking , Loading or unloading , Transportation , Storage of goods during the move
Role of Buyer	Owner of goods being transported AND Agency responsible for transport of goods by the owner of Goods
Geographic Coverage	International
Re-insurance Arrangement	Mandatory
Premium Payment Options	STAGGERED
General Insurance List of Insurer from where insurance to be taken(can indicate multiple service providers)	The New India Assurance Co. Ltd. , The Oriental Insurance Co. Ltd. , United India Insurance Co. Ltd. , National Insurance Co. Ltd.
<b>एडऑन /Addons</b>	
<b>अतिरिक्त विवरण /Additional Details</b>	
Insurance Start Date	01-04-2026
Insurance End Date	31-03-2027

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

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

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

जीएसटी पर इनपुट कर क्रेडिट /ITC on GST	जीएसटी उपकर कर क्रेडिट /ITC on GST Cess
100%	NA

**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	Quantity	अतिरिक्त आवश्यकता /Additional Requirement
1	*****	*****KORAPUT	Project / Lumpsum Based	• Total Sum Insured : 250000000

**Marine And Transit Insurance Service - Marine Cargo Exports; Land, Sea, Air ( 1 )**

**तकनीकी विशिष्टियाँ /Technical Specifications**

विवरण/ Specification	मूल्य/ Values
<b>कोर / Core</b>	
Type of policy	Marine Cargo Exports
Means of Transportation	Land , Sea , Air
Stages of transit to be Covered	Packing and unpacking , Loading or unloading , Transportation , Storage of goods during the move
Role of Buyer	Owner of goods being transported AND Agency responsible for transport of goods by the owner of Goods
Geographic Coverage	International
Re-insurance Arrangement	Mandatory
Premium Payment Options	STAGGERED
General Insurance List of Insurer from where insurance to be taken(can indicate multiple service providers)	The New India Assurance Co. Ltd. , The Oriental Insurance Co. Ltd. , United India Insurance Co. Ltd. , National Insurance Co. Ltd.
<b>एडऑन /Addon(s)</b>	
<b>अतिरिक्त विवरण /Additional Details</b>	
Insurance Start Date	01-04-2026
Insurance End Date	31-03-2027

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

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

No

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

जीएसटी पर इनपुट कर क्रेडिट /ITC on GST	जीएसटी उपकर कर क्रेडिट /ITC on GST Cess
100%	NA

**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	Quantity	अतिरिक्त आवश्यकता /Additional Requirement
1	*****	*****KORAPUT	Project / Lumpsum Based	• Total Sum Insured : 100000000

**Assets Insurance Service - FIRE AND SPECIAL PERILS POLICY EXCLUDING TERRORISM - RAW MATERIALS AND SPARES; Standard Fire & Special Perils Cover; Mandatory ( 1 )**

**तकनीकी विशिष्टियाँ /Technical Specifications**

विवरण/ Specification	मूल्य/ Values
<b>कोर / Core</b>	
Type of Asset Insurance Policy	FIRE AND SPECIAL PERILS POLICY EXCLUDING TERRORISM - RAW MATERIALS AND SPARES
Type of Risk Coverage	Standard Fire & Special Perils Cover
Re-insurance Arrangement	Mandatory
Premium Payment Options	STAGGERED
Risk Inspection (Assessment) Report of assets to be provided by Buyer	No
List of Insurer from where insurance to be taken(can indicate multiple service providers)	National Insurance Co. Ltd. , The New India Assurance Co. Ltd. , The Oriental Insurance Co. Ltd. , United India Insurance Co. Ltd.
<b>एडऑन /Addon(s)</b>	
<b>अतिरिक्त विवरण /Additional Details</b>	
Insurance Start Date	01-04-2026
Insurance End Date	31-03-2027

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

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

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

जीएसटी पर इनपुट कर क्रेडिट /ITC on GST	जीएसटी उपकर कर क्रेडिट /ITC on GST Cess
100%	NA

**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	Quantity	अतिरिक्त आवश्यकता /Additional Requirement
1	*****	*****KORAPUT	Project / Lumpsum Based	<ul style="list-style-type: none"><li>Total Number of Asset to be Insured (Quantity) : 1</li><li>Total Sum Insured for the Assets : 35690200000</li></ul>

**Assets Insurance Service - FIRE AND SPECIAL PERILS POLICY INCLUDING TERRORISM - BUILDING, PLANT AND MACHINERY,WIP; Standard Fire & Special Perils Cover; Mandatory ( 1 )****तकनीकी विशिष्टियाँ /Technical Specifications**

विवरण/ Specification	मूल्य/ Values
<b>कोर / Core</b>	
Type of Asset Insurance Policy	FIRE AND SPECIAL PERILS POLICY INCLUDING TERRORISM - BUILDING, PLANT AND MACHINERY,WIP
Type of Risk Coverage	Standard Fire & Special Perils Cover
Re-insurance Arrangement	Mandatory
Premium Payment Options	STAGGERED
Risk Inspection (Assessment) Report of assets to be provided by Buyer	No

विवरण/ Specification	मूल्य/ Values
List of Insurer from where insurance to be taken(can indicate multiple service providers)	National Insurance Co. Ltd. , The New India Assurance Co. Ltd. , The Oriental Insurance Co. Ltd. , United India Insurance Co. Ltd.
<b>एडऑन /Addon(s)</b>	
<b>अतिरिक्त विवरण /Additional Details</b>	
Insurance Start Date	01-04-2026
Insurance End Date	31-03-2027

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

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

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

जीएसटी पर इनपुट कर क्रेडिट /ITC on GST	जीएसटी उपकर कर क्रेडिट /ITC on GST Cess
100%	NA

**अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents**

**परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity**

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	Quantity	अतिरिक्त आवश्यकता /Additional Requirement
1	*****	*****KORAPUT	Project / Lumpsum Based	<ul style="list-style-type: none"> <li>Total Number of Asset to be Insured (Quantity) : 1</li> <li>Total Sum Insured for the Assets : 22146600000</li> </ul>

**Motor Insurance Service - 2 Wheeler, 4 Wheeler; 0 TO 5000 CC ( 1 )**

**तकनीकी विशिष्टियाँ /Technical Specifications**

विवरण/ Specification	मूल्य/ Values
<b>कोर / Core</b>	
Type of Vehicle	2 Wheeler , 4 Wheeler

विवरण/ Specification	मूल्य/ Values
Engine Capacity (CC) range	0 TO 5000 CC
Additional Covers needed	THIRD PARTY COVER FOR 62 TWO WHEELERS, 35 FOUR WHEELER AND THERD COVER WITH OWN DAMAGE (OD) COVER FOR 18 FOUR WHEELERS
Premium Payment Options	AS AND WHEN BASIS
General Insurance List of Insurer from where insurance to be taken(can indicate multiple service providers)	National Insurance Co. Ltd. , The New India Assurance Co. Ltd. , The Oriental Insurance Co. Ltd. , United India Insurance Co. Ltd.
<b>एडऑन /Addon(s)</b>	
<b>अतिरिक्त विवरण /Additional Details</b>	
Insurance Start Date	01-04-2026
Insurance End Date	31-03-2027

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

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

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

जीएसटी पर इनपुट कर क्रेडिट /ITC on GST	जीएसटी उपकर कर क्रेडिट /ITC on GST Cess
100%	NA

**अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents**

**परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity**

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	Quantity	अतिरिक्त आवश्यकता /Additional Requirement
1	*****	*****KORAPUT	Project / Lumpsum Based	<ul style="list-style-type: none"> <li>Number of vehicles to be insured : 115</li> <li>Total Sum Insured : 4891625</li> </ul>

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

## 1. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

### **PLEASE QUOTE YOUR OFFER AS FOLLOWS:**

Schedule :1- MARINE INLAND

Schedule :2- MARINE IMPORT

Schedule :3- MARINE EXPORT

Schedule :4- FIRE & SPECIAL PERILS POLICY EXCLUDING TERRORISM RAW MATERIALS & SPARES (ENGINE DIVISION AND SU- 30 DIVISION)

Schedule :5- FIRE & SPECIAL PERILS POLICY INCLUDING TERRORISM BUILDING, PLANT AND MACHINERY, WIP (ENGINE DIVISION AND SU-30 DIVISION)

Schedule :6- VEHICLE INSURANCE (Two & Four Wheeler)

### **GENERAL TERMS AND CONDITION:**

1. Bid must be submitted online through Government e Marketing (GeM) portal. Bidders shall submit both technical bid and price bid in GeM portal only. Bid submitted in any other form such as courier/post/fax/email etc. or in person shall not be accepted against this tender.

2. HAL will not be responsible for the delay in receipt of tender documents. GeM portal does not allow the bids beyond the stipulated tender submission date & time. HAL reserves the right to reject Late / incomplete offers.

3. Tenderers are requested to submit regret letter for not bidding.

4. Quotations should be submitted strictly in conformity with standard fire and special peril clauses for fire policy and standard terms and conditions for other policies as per approval of IRDA guidelines.

5. Risk inspection can be carried out on 05-03-2026, at 10.00 AM by a maximum of two representatives of your insurance company, for pre bid survey & assessing the cost to be quoted by the firm for undertaking the service after thoroughly examining the site.

6. The Bidders may kindly give advance information on the name of representatives they are deputing for Risk inspection, by email ([imm-ed.koraput@hal-india.co.in](mailto:imm-ed.koraput@hal-india.co.in)) or by hard copy request or may contact Mr. Suvendu Sekhar Das, DGM (IMM)-COMMERCIAL at Phone No: 06853-220295/220210. The representatives of the Company should carry an authorization letter with specimen signature(s) specifically for this risk inspection.

7. When counter terms and conditions of business have been offered by the tenderer, HAL shall not be deemed to be governed by such terms and conditions unless specific written acceptance thereof has been given by HAL.

8. Taxes shall be deducted as per the statutory provision

9. The acceptance or otherwise of all or any tender is left to the discretion of HAL, Koraput, without assigning any reasons.

10. Arbitration: Except where, otherwise provided for in the contract, all questions and disputes relating to the meaning of the specifications, designs, drawings and instructions herein before mentioned and as to the quality of workmanship or materials used on the work or as to any other questions, claim, right, matter or thing whatsoever in any way arising out of Arbitration relating to the contract, designs drawings to the specifications, estimates, instructions, orders or these conditions or otherwise concerning the works, or the execution or failure to execute, the same whether arising during the progress of the work or after the completion or abandonment thereof shall be referred to the sole arbitrations of the Executive Director/General Manager and if the Executive Director/General manager is unable or unwilling to act, to the sole arbitrate or to whom the matter is originally referred.

erred being transferred or vacating his office or being unable to act for any reason, such Executive Director/General manager as aforesaid at the time of such transfer, vacation of office or inability to act, shall appoint another person to act as arbitrator in accordance with the term of the contract. Such persons shall be entitled to proceed with the reference from the stage at which it was left by his predecessor. Subject as aforesaid the provision of the arbitration and conciliation act 1996 or any statutory modification or re-enactment thereof and the rules made there under and for the time being enforced shall apply to arbitration proceeding under this clause. It is a term of the contract that the party involving arbitration shall specify the dispute or disputes to be referred to arbitration under this clause together with the amount or amounts claimed in respect of each such dispute. The arbitrator (s) may from time to time with consent of the parties enlarge the time, for making and publishing the award. The work under the contract shall, if reasonably possible, continue during the arbitration proceedings and no on disputable payment due or payable to the contractor shall be withheld on account of such proceeding. The arbitrator shall be deemed to have entered under reference on the date he issues notice to both the parties fixing the date of the first hearing. The arbitrator shall give a separate award in respect of his dispute or reference referred to him. The venue of arbitration shall be such place as may be fixed by the arbitrator in his sole discretion. The award of the arbitrator shall be final, conclusive and binding on the both the parties to the contract. Notwithstanding anything contained anywhere in any document pertaining to this contract, the court of Koraput / Jeyapore shall only have the jurisdiction to try all the matters pertaining to the contract.

11. In the event of failure on the contractor's part, proper and timely performance, HAL reserves the right to utilize and engage the service of alternative agency /contractor and in such an event HAL reserves the right to recover from the contractor bill the extra expenditure so incurred by HAL. This will be without prejudice the rights of HAL for any other action including the right to terminate / cancelled the Contract.

12. HAL reserves the right to terminate/cancel the order by serving one-month notice on the contractor without assigning any reason thereof.

13. However, the event of poor /unsatisfactory performance or breach of any of the term and conditions during the validity period of the order, HAL reserves the right to terminate/cancel the order without any prior notice to the contractor at the contractor's risk and cost. The contractor shall not, without the prior written approval of HAL, assign or transfer the work in full or any part thereof or any share or interest therein directly or indirectly to any other person / Agency.

14. The Insurance agency will ensure settlement of claim on priority and within 90 days of lodging of the claim by HAL.

15. In case, the claims amount is less than Rs 20,000 /-, then claim need to be settled without survey by the Insurance Co and if the same is beyond Rs 20,000/- Insurance Co. will settle the claim after survey, if required by the Insurance Co for Transit Insurance.

16. Only Govt. PSU insurance company can submit their offers. Offer received from any other private Insurance company will not be considered for evaluation

## 2. 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. 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.
16. 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.
17. 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.**

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---**