

## बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	10-04-2026 13:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	10-04-2026 13:30:00
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	Urban Development Department Delhi
संगठन का नाम/Organisation Name	Municipal Corporation Of Delhi (mcd)
कार्यालय का नाम/Office Name	Horticulture Department
कुल मात्रा/Total Quantity	28000
वस्तु श्रेणी /Item Category	Pipe for Gardening Purpose (Q3)
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) /Minimum Average Annual Turnover of the bidder (For 3 Years)	7 Lakh (s)
मूल उपकरण निर्माता का औसत टर्नओवर (गत 3 वर्षों का)/OEM Average Turnover (Last 3 Years)	7 Lakh (s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service	3 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
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Experience Criteria,Past Performance,Bidder Turnover,Certificate (Requested in ATC),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

**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 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
विगत प्रदर्शन /Past Performance	80 %
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
निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
<b>Payment Timelines</b>	Payments shall be made to the Seller within <b>45</b> days of issue of consignee receipt-cum-acceptance certificate (CRAC) 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
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	47600

**ईपीबीजी विवरण /ePBG Detail**

एडवाइजरी बैंक/Advisory Bank	State Bank of India
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ईपीबीजी प्रतिशत (%) / ePBG Percentage (%)	5.00
ईपीबीजी की आवश्यक अवधि (माह) / Duration of ePBG required (Months).	12

(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 :**

COMMISSIONER, MCD  
 IN THE OFFICE OF DY. DIRECTOR (HORT.) / HQ-II HORTICULTURE DEPARTMENT (HQ), E-1 BLOCK, 16TH FLOOR, DR. S.P.M. BUILDING CIVIC CENTER J.L. NEHRU MARG NEW DELHI-110002  
 (Commissioner Mcd)

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

**एमएसई खरीद वरीयता / MSE Purchase Preference**

एमएसई खरीद वरीयता / MSE Purchase Preference	No
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**एमआईआई खरीद वरीयता / MII Purchase Preference**

एमआईआई खरीद वरीयता / MII Purchase Preference	No
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1. 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.
2. 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 bunch bids, the category of primary product having highest value should meet this criterion.
3. OEM Turn Over Criteria: The minimum average annual financial turnover of the OEM of the offered product during the last three years, ending on 31st March of the previous financial year, should be as indicated 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 OEM 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. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 80% of bid quantity, in at least one of the last three Financial years before the bid opening date to 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.

एक्सेल में अपलोड किए जाने की आवश्यकता /Excel Upload Required :

The bidder will be bound to supply the item as per specification given in this excel file - [1774854488.xlsx](#)

### Pipe For Gardening Purpose ( 28000 meter )

तकनीकी विशिष्टियाँ /Technical Specifications

\* जेम केटेगरी विशिष्टि के अनुसार / As per GeM Category Specification

विवरण/Specification	विशिष्टि का नाम /Specification Name	बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values)
Design	<b>Braiding</b>	With
Material	<b>Material of braiding</b>	Polyster
DIMENSION	<b>Inner Diameter(ID)(mm)</b>	25
	<b>Length of pipe in a coil(in mtr)</b>	30
	<b>Wall Thickness(in mm)</b>	3
COLOUR	<b>COLOUR</b>	Transparent

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	Pijush Kumar Banerjee	110002,HORTICULTURE DEPARTMENT , 3RD FLOOR, E-1 BLOCK, S.P.M. CIVIC CENTRE, J.L.NEHRU MARG, NEW DELHI	28000	30

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

#### 1. Generic

Actual delivery (and Installation & Commissioning (if covered in scope of supply)) is to be done at following address

Central Store Jangpura, Near Jangpura Metro Station Gate No.2, New Delhi-110014  
 Central Store Jangpura, Near Jangpura Metro Station Gate No.2, New Delhi-110014  
 Central Store Jangpura, Near Jangpura Metro Station Gate No.2, New Delhi-110014  
 Central Store Jangpura, Near Jangpura Metro Station Gate No.2, New Delhi-110014  
 Central Store Jangpura, Near Jangpura Metro Station Gate No.2, New Delhi-110014

## 2. **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 the ordered quantity up to 25% 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**

**Bidder financial standing:** The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

## 4. **Forms of EMD and PBG**

Bidders can also submit the EMD with Account Payee Demand Draft in favour of

COMMISSIONER MCD  
payable at  
NEW DELHI

Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

## 5. **Forms of EMD and PBG**

Bidders can also submit the EMD with Fixed Deposit Receipt made out or pledged in the name of A/C

COMMISSIONER MCD

The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of EMD, the FDR will be released in the favour of the bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Bidder has to upload scanned copy/ proof of the FDR along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date/ Bid Opening date

## 6. **Forms of EMD and PBG**

Bidders can also submit the EMD with Banker's Cheque in favour of

COMMISSIONER MCD  
payable at  
NEW DELHI

Bidder has to upload scanned copy / proof of the BC along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

## 7. **Forms of EMD and PBG**

Successful Bidder can submit the Performance Security in the form of Account Payee Demand Draft also (besides PBG which is allowed as per GeM GTC). DD should be made in favour of

COMMISSIONER MCD  
payable at  
NEW DELHI

After award of contract, Successful Bidder can upload scanned copy of the DD in place of PBG and has to ensure delivery of hard copy to the original DD to the Buyer within 15 days of award of contract.

## 8. Forms of EMD and PBG

Successful Bidder can submit the Performance Security in the form of Fixed Deposit Receipt also (besides PBG which is allowed as per GeM GTC). FDR should be made out or pledged in the name of

COMMISSIONER MCD

A/C (Name of the Seller). The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of Security Deposit, the FDR will be released in favour of bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Successful Bidder has to upload scanned copy of the FDR document in place of PBG and has to ensure delivery of hard copy of Original FDR to the Buyer within 15 days of award of contract.

## 9. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

# PIPE FOR GARDENING PURPOSE

### 1. Experience in similar class of works:

Experience of having successfully completed works in similar class (similar class means Supply of Garden Tools /Garden Machinery) during the last 7 years ending previous day of last date of submission of tenders with some Central Government Department/ State Government Department/ Central Autonomous body Central Public Sector Undertaking / State public sector undertaking / City Development authority / Municipal Corporation of city formed under any Act by Central / State Government and published in Central/ State Gazette.

Three similar completed works costing not less than the amount equal to 40% of the estimated cost put to tender Or Two similar completed works, costing not less than the amount equal to 60% of the estimated cost put to tender Or One similar completed works of aggregate cost not less than the amount equal to 80% of the estimated cost

Work / Supply Completion Certificate must be submitted by the bidder duly issued by the Competent Authority for whom the supply has been made. Completed **similar nature of work/supply means "Supply of PVC Pipe / Supply of Rubber Hose Pipe / Supply of Pipe "**

2. Submission of Sample: The sample as per specification of the item under this bid duly signed and tagged must be submitted at department store within next 3 days from the last date of submission in the bid positively. Sample of pipe not less than one meter. The sample must be submitted at "Central Store of Horticulture Department at Jangpura, Near Jangpura Metro Station Gate No.2, New Delhi-110014" If the sample is not submitted as per specification within the specified period the bid will be rejected straightway. The financial bid of only that bidder will be opened whose sample are found as per specification.
3. The sample of L-1 will be retained by Horticulture Department MCD.
4. The Sample received from non-qualified bidders in technical bids will be returned within 30 Days from the date of Rejection of their bid on GeM Portal. This sample will be returned on the request of respective bidders. The claim of submitted sample will not be entertained after 30 days from the date of rejection of their bids as it will be property of MCD.
5. The Sample of other qualified bidders except the L-1 Bidder will be returned after issuance of work order. The said sample will be returned within 30 days from the issuance of work order. Thereafter, the claim of submitted sample will not be entertained and it will be property of MCD.
6. There will be No Exemption on account of Experience and Turnover to anyone including verified MSE or Start-ups.
7. The item has to be required as per below mentioned specification:-

Sl. No.	Description of item	Unit	Qty.
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1	<b>Supply PVC Pipe 1" dia made up of 1st grade PVC Specification :-</b> Branding with Material of branding : Polyester Inner Diameter (ID) (mm) :25 Length of Pipe in a coil (in mtr.) :30 Wall Thickness (in mm) :3 Colour: Transparent	Mtr.	28,000.0 0
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# BANKER'S CERTIFICATE

## FORMAT OF BANKER'S CERTIFICATE FROM A COMMERCIAL BANK

(TO BE ISSUED ON LETTER HEAD OF THE BANK)

(Certificate shall be submitted in original also)

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No.....

Date:

To

**Dy. Director (Horticulture)/HQ-II,**

Municipal Corporation of Delhi

E-1 Block, 16<sup>th</sup>Floor, Civic Centre

New Delhi-110002

This is to certify that to the best of our knowledge and information that M/s. / Sh.. . . . .  
 . . . . . having marginally noted address,. . . . . as a custo  
 mer of our bank are / is respectable and can be treated as good for any engagement upto a limit  
 of Rs.. . . . . (Rupees . . . . .)

This certificate is issued without any guarantee or responsibility on the bank or any of the officers.

For (Bank Name)

**NOTE:**

1. **In case of partnership firm, certificate should include names of all partners as recorded with the Bank.**

Addressed to

**Dy. Director (Horticulture)/HQ-II,**  
Municipal Corporation of Delhi  
E-1 Block, 16<sup>th</sup> Floor, Civic Centre  
New Delhi-110002

# NET WORTH CERTIFICATE

## FORM FOR CERTIFICATE OF NET WORTH FROM CHARTERED ACCOUNTANT

No.....

Date:

It is to certify that as per the audited balance sheet and profit & loss account during the financial year ..... the Net Worth of M/s. .... (Name & Registered Address of individual / firm / Company), as on ..... (the relevant date) is Rs..... After considering all liabilities. It is further certified that the Net Worth of the company has not eroded by more than 30% in the last three years ending on (the relevant date).

Signature of Chartered Accountant .....

Name of Chartered Accountant .....

Membership No. of ICAI

UDIN .....

Date and Seal

**FORMAT FOR UNDERTAKING OF BLACK-LISTED**

**UNDERTAKING**

I/We do hereby undertake that as on date we are not Blacklisted / Deregistered / Debarred / Restrained by any Central / State Government Department or Central / State Public Sector Undertaking or Central / State Autonomous Body.

**Signature of Authorized Signatory  
on behalf of Tenderer  
with company seal**

**FORMAT FOR TURNOVER & FINANCIAL CAPABILITY OF BIDDER**

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Particulars/ Accounting Year (Immediate latest/last three/five years)	2021-22	2022-23	2023-24	REMARKS, IF ANY
1. Authorized Share Capital				

2. Paid up Share Capital (excluding share Application Money and Preference Shares)				
3. Reserves and Surpluses (excluding revaluation reserves)				
4. Total Turnover of the Firm				
5. Debt mobilized during the year				
1. Net Profit for the year				

Note:

1. Attach certified copies of Annual Audited Balance Sheet and IT Returns Certificate for the past 3 years.
2. Attach Certificate duly signed by the Statutory Auditors depicting year-wise mobilization.
3. The above data must be submitted for all Relevant Consortium members, duly certified by Statutory Auditor.
4. The bidder should not have incurred any loss in more than two years during last five consecutive balance sheets, duly certified and audited by the Chartered Accountant.

Signed by CA/Statutory Auditors  
(with seal & registration no.)

**(Signature of Bidder)**

**with SEAL**

**BANK GUARANTEE PROFORMA FOR PERFORMANCE SECURITY  
(In case of PERFORMANCE SECURITY deposited through Bank Guarantee )**

**(To be executed on non Judicial stamped paper of an appropriate value)**

**Bank Guarantee in favour of "COMMISSIONER, MCD" payable at New Delhi. And must be addressed to :**

**DY. DIRECTOR (HORT.)/HQ-II**

16<sup>th</sup> FLOOR, E-BLOCK, CIVIC CENTRE,  
MINTO ROAD, NEW DELHI-110002

Bank Guarantee No : ..... Date.....  
Amount of Guarantee : .....  
Guarantee Period : From ..... to..... (minimum 12 Months)  
Guarantee Expiry Date : .....  
Last date of Lodgement : .....

**WHEREAS Commissioner**, Municipal Corporation of Delhi (hereinafter referred to as "**The Owner**" which expression shall unless repugnant to the context includes their legal representatives, successors and assigns) has executed a binding to the contract on [*Please insert date of acceptance of the letter of Intent(LoI)*] ("**Contract**") with..... [*insert name and address of the Successful Bidder*] .....(hereinafter referred to as the "**Contractor**" which expression shall unless repugnant to the context include its legal representatives, successors and permitted assigns) for the performance, execution the work of "...  
....." through Dy. Director (Horticulture Department) HQ-II, MCD, E- Block, 16<sup>th</sup> Floor, Dr. S.P. M. Civic Centre, J.L. Nehru Marg, New Delhi-110002, shall have the meaning ascribed to it in the Contract] based on the terms & conditions set out in the Tender Documents number .....**issued vide No.** ..... **Dated**.....and various other documents forming part thereof.

**AND WHEREAS** one of the conditions of the Contract is that the Contractor shall furnish to the Owner a Bank Guarantee from a scheduled bank in India having a branch at New Delhi for an amount equal to 5% (Five percent) of the total Contract Sum (the amount guaranteed under this bank guarantee shall hereinafter be referred to as the "**Guaranteed Amount**") against due and faithful performance of the Contract including the performance bank guarantee obligation and other obligations of the Contractor for the supplies made and the services being provided and executed by under the Contract. This bank guarantee shall be valid upto 27 months from the date of Letter of Intent or the Contract Period including any extension thereof whichever is later.

**AND WHEREAS** the Contractor has approached [*insert the name of the scheduled bank*] (here in after referred to as the "**Bank**") having its registered office at [*insert the address*].....  
.....and at the request of the Contractor and in consideration of the promises made by the Contractor, the Bank has agreed to give such guarantee as hereunder:-

- (i) The Bank hereby undertakes to pay under this guarantee, the Guaranteed Amount as and when claimed by the Owner without any further proof or conditions and without demur, reservation, contest, recourse or protest and without any enquiry or notification to the Contractor merely on a demand raised by the Owner stating that the amount claimed is due to the Owner under the Contract. Any such demand made on the Bank by the Owner shall be conclusive as regards the amount due and payable by the Bank under this bank guarantee and the Bank shall pay without any deductions or set-offs or counterclaims whatsoever, the total sum claimed by the Owner in such Demand. The Owner shall have the right to make an unlimited number of Demands under this bank guarantee provided that the aggregate of all sums paid to the Owner by the Bank under this bank guarantee shall not exceed the Guaranteed Amount. In each case of demand, resulting to change of PBG

values, the Owner shall surrender the current PGB to the bank for amendment in price.

- (ii) However, the Bank's liability under this bank guarantee shall be restricted to an amount not exceeding [*figure of Guaranteed Amount to be inserted here*].....  
.....only).
- (iii) The Owner will have the full liberty without reference to the Bank and without affecting the bank guarantee to postpone for any time or from time to time the exercise of any powers and rights conferred on the Owner under the Contract and to enforce or to forbear endorsing any powers or rights or by reasons of time being given to the contractor which under law relating the Surety would but for the provisions have the effect of releasing the surety.
- (iv) The rights of the Owner to recover the Guaranteed Amount from the Bank in the manner aforesaid will not be affected or suspended by reasons of the fact that any dispute or disputes have been raised by the Contractor and / or that any dispute(s) are pending before any office, tribunal or court in respect of such Guaranteed Amount and/ or the Contract.
- (v) The guarantee herein contained shall not be affected by the liquidation or winding up, dissolution, change of constitution or insolvency of the Contractor but shall in all respects and for all purposes be binding and operative until payment of all money due to the Owner in respect of such liability or liabilities is effected.
- (vi) This bank guarantee shall be governed by and construed in accordance with the laws of the Republic of India and the parties to this bank guarantee hereby submit to the jurisdiction of the Courts of New Delhi for the purposes of settling any disputes or differences which may arise out of or in connection with this bank guarantee and for the purposes of enforcement under this bank guarantee.
- (vii) All capitalized words used but not defined herein shall have the meanings assigned to them under the Contract.
- (viii) NOTWITHSTANDING anything stated above, the liability of the Bank under this bank guarantee is restricted to the Guaranteed Amount and this bank guarantee shall expire on the expiry of the validity period of this Guarantee as mentioned above.
- (ix) Unless a Demand under this bank guarantee is filed against the Bank within twelve (12) months from the date of expiry period of this bank guarantee all the rights of the Owner under this bank guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities hereunder .
- (x) However, in the opinion of the Owner, if the Contractor's obligations against which this bank guarantee is given are not completed or not fully performed by the Contractor within the period prescribed under the Contract, on request of the Contractor, the Bank hereby agrees to further extend the bank guarantee, till the Contractor fulfils its obligations under the Contract.
- (xi) We have the power to issue this bank guarantee in your favour under Memorandum and Article of Association and the Undersigned has full power to do so under the Power of Attorney dated [date of power of attorney to be inserted].....granted to him by the Bank.

Date:

Bank

Corporate Seal of the Bank

By its constituted Attorney Signature of a person duly authorized to sign on behalf of the Bank

**BANK DETAIL FOR ISSUANCE OF BANK GUARANTEE TO MCD**

Beneficiary Name	<b>COMMISSIONER, MCD-GENERAL</b>
Bank Name	State Bank of India
Branch	ChandniChowk, Delhi
Bank account No.	<b>41010068213</b>
IFSC Code of Branch	SBIN0000631

10. **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---**