

बिड दस्तावेज़ / Bid Document

बिड विवरण / Bid Details	
बिड बंद होने की तारीख/समय / Bid End Date/Time	16-05-2026 17:00:00
बिड खुलने की तारीख/समय / Bid Opening Date/Time	16-05-2026 17:30:00
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	Armoured Vehicles Nigam Limited
कार्यालय का नाम / Office Name	*****
कुल मात्रा / Total Quantity	233
वस्तु श्रेणी / Item Category	MACHINING ASSISTANCE FOR LEVER DRG NO. 172.52. 124 AS PER SCOPE OF WORK
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	MACHINING ASSISTANCE FOR LEVER DRG NO.172.52.124 AS PER SCOPE OF WORK
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Swing Check Type Reflux Valves for Water Works Purposes (Single Door Pattern) (V2) as per IS 5312 (Part1), CARTON BOX TO DRG NO P-144(f) IN FINISHED CONDITION, Welding Electrode - Covered Arc Welding Electrode - Basic Type (BEML), BOX TOOLS 1A(OFB-DEFENCE), Brass Glands for PVC cables of Voltage Grade up to and including 3.3 kV as per IS:12943, WELDING ELECTRODE - Air arc gouging electrode (BEML) -as per C4117 BEML Welding Electrode
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	<ul style="list-style-type: none"> • VMC Machine (V1) • Universal Tool and Cutter Grinding Machine • Laser cutting machine
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 विवरण/Bid Details	
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Experience Criteria,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	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	3
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	6
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	1
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
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	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)	Yes
Inspection to be carried out by Buyers own empanelled agency	Yes
Type Of Inspection	Post Dispatch
Name of the Empanelled Inspection Agency/ Authority	Board of Officers
Auto CRAC Days	60
Quality Assurance Plan document	1778045038.pdf
Payment Timelines	Payments shall be made to the Seller within 45 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)

बिड विवरण/Bid Details

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	No
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एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% तक की सीमा में हो / Purchase Preference to MSE OEMs available upto price within L1+X%	15
सूक्ष्म और लघु उद्यम को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MSE purchase preference	25

ट्रेड्स भुगतान संबंधी विवरण/TReDS Payment Details

This Bid provides for Trade Receivables Discounting System (TReDS) as Preferred mode of payment. For MSME sellers, payments may be processed through a TReDS exchange in which the Buyer is registered, subject to applicable policy and regulatory guidelines. Accordingly, sellers intending to avail payment through TReDS are required to be registered with at least one TReDS exchange in which the buyer is registered.

1. 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.

2. Inspection of Stores by Nominated Inspection Authority / Agency of buyer or their authorized representatives

An independent third party Professional Inspection Body can help buyer in mitigating buyer's risk with pre-dispatch/post-dispatch inspection in order to ensure that equipment, components, solutions and documentation conform to contractual requirements. The buyer has a right to inspect goods in reasonable manner and within reasonable time at any reasonable place as indicated in contract. Inspection Fee/ Charges (as pre-greed between buyer and Inspection Agency) would be borne by the buyer as per their internal arrangement but may be recovered from the seller if the consignment failed to conform to contractual specification and got rejected by the Inspection Officer .If so requested and accepted by the seller , initially seller may pay for inspection charges as applicable and get the same reimbursed from buyer if consignment accepted by the Inspecting Officer . For reimbursement seller has to submit proof of payment to Inspection Agency.

Seller/OEM shall send a notice in writing / e-mail to the Inspecting officer / inspection agency specifying the place of inspection as per contract and the Inspecting officer shall on receipt of such notice notify to the seller the date and time when the stores would be inspected. The seller shall, at his own expenses, afford to the Inspecting officer, all reasonable facilities as may be necessary for satisfying himself that the stores are being and or have been manufactured in accordance with the technical particulars governing the supply. The decision of the purchaser representative /inspection authority regarding acceptance / rejection of consignment shall be final and binding on the seller.

The Seller shall provide, without any extra charge, all materials, tools, labour and assistance of every kind which the Inspecting officer may demand of him for any test, and examination, other than special or independent test, which he shall require to be made on the seller's premises and the seller shall bear and pay all costs attendant thereon.

The seller shall also provide and deliver store / sample from consignment under inspection free of charge at any such place other than his premises as the Inspecting officer may specify for acceptance tests for which seller/OEM does not have the facilities or for special/ independent tests.

In the event of rejection of stores or any part thereof by the Inspecting officer basis testing outside owing to lack of test facility at sellers premises, the seller shall, on demand, pay to the buyer the costs incurred in the inspection and/or test. Cost of test shall be assessed at the rate charged by the Laboratory to private persons for similar work.

Inspector shall have the right to put all the stores or materials forming part of the same or any part thereof to such tests as he may like fit and proper as per QAP/governing specification. The seller shall not be entitled to object on any ground whatsoever to the method of testing adopted by the Inspecting officer.

Unless otherwise provided for in the contract, the quantity of the stores or materials expended in test will be borne by seller.

Inspecting officer is the Final Authority to Certify Performance / accept the consignment. The Inspecting officer's decision as regards the rejection shall be final and binding on the seller.

The seller shall if so required at his own expense shall mark or permit the Inspecting officer to mark all the approved stores with a recognised Government or purchaser's mark.

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.

MACHINING ASSISTANCE FOR LEVER DRG NO. 172.52. 124 AS PER SCOPE OF WORK (

233 pieces)

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%	100%

अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

DrawingDocument1	View
DrawingDocument2	View

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	*****	*****THANE CITY	233	90

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

1. Generic

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 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.

2. Buyer Added Bid Specific ATC

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

3. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

All the Bank Guarantee formats (PBG, EMD, MSD) are attached in Buyer Added ATC

a. Eligibility Criteria for Seller

This is an Limited Tender Enquiry to the Qualified Sellers ONLY 16 FIRMS ARE ALLOWED WHO ARE QUALIFIED BY THE CV TEAM AGAINST EOI FLOATED FOR VMC OPERATIONS

The Eligible firms are as follows;

SR.NO	Firm name
1.	M/S FORWARD MANUFACTURING COMPANY PRIVATE LTD
2.	M/S K.A.ENGINEERING WORK
3.	M/S MARK ENGINEERING
4.	M/S SWAPNIL ENTERPRISES
5.	M/S PMT MACHINES LTD.
6.	M/S ANGLE ENGINEERS PVT LTD.
7.	M/S UNOMAC
8.	M/S ANEESHA ENGINEERS
9.	M/S ISHITEC ENGINEERING SOLUTIONS
10.	M/S MORDEN INDUSTRIES.
11.	M/S SAIRAM INDUSTRIES
12.	M/S KRANTI INDUSTRIES
13.	M/S SAIEASH ENGINEERING PVT. LTD.
14.	M/S GANDHARVA ENGINEERS PVT LTD.
15.	M/S KARMIL INDUSTRIES
16.	M/S ALLIED INDUSTRIES

b. Acceptance Criteria & Documents Required:-

The input and output will be as follows:-

Sl. No	Item	Drawing No	Input material to be given to the firm by MTPF	Operations to be performed by the firm
1	Lever	172.52.124-TM	FORGING FOR LEVER DRG. NO. 172.52.124-F (LF No. 7119034020)	Turning and Milling Operations as per Drg. No. 172.52.124-TM

2. Firm must perform complete machining operation as per the drawing attached in tender.
3. Firm has to take care of material handling and dispatch before and after completion. After handing over the material to the firm and before collection of the finished components, the responsibility lies with the firm for safeguarding of the material against damage, theft etc.
4. The firm has to submit material security deposit for the batch size minimum 20 nos. of the components i.e. 110% of the material cost of the input raw material batch size. The MSD cost per unit will be Rs. 3,962/-. Any rejection of inputs raw material due to wrong /incorrect machining work will be deducted from the material security deposit (MSD) submitted by the firm.
5. The firm has to submit this MSD cost for whole batch size in form of bank guarantee or any other financial instrument before collection of raw material from MTPF.
6. Firm has to do necessary arrangements for tooling, Holding/Clamping, setting and programming. It has to be taken care during bidding the tender.
7. Firm may visit MTPF (if required) for assistance related to setting / manufacturing process of components.
8. Machining components should meet the entire machining, geometric and dimensional requirement as per the drawings/specifications provided by MTPF. Firm must provide Pre-Inspection Report for each job quantity while submitting the jobs to MTPF.
9. Maximum Rejection of 1% of total order quantity of components is permissible, beyond which MTPF will recover the material cost for rejected quantity. This does not include loss of material due to the condition cited in Para (3) and separate recovery will be done as per the cost of material and labour cost applied on the same.
10. Firm should submit first sample to MTPF within 7 days after receiving material for inspection at firm's premises/MTPF Premises (Decided by MTPF) by MTPF QC representative and only after clearance of sample by QC/MTPF, the firm will start bulk production. Firm has to supply all received components within 10 days after acceptance of 1st sample, failing which LD charges will apply as per Supply order conditions.
11. Final inspection will be carried out at MTPF.
12. The chips generated by machining will be retained by firm and the consideration for the same is to be given while quoting the rate.

c. INSPECTION TERMS AND CONDITIONS

- i. Firm has to supply the stores as per Drawing ,Specification and Scope Of Work.
- ii. Firm has to submit Pre-Inspection report and Guarantee/Warranty Certificate along with the supply.
- iii. Inspection documents to be submitted as per Scope Of Work
- iv. Inspection shall be carried out by the authorized representative of GM/MPF, at MPF premises.

d. Important Notes for seller:

i. Seller must ensure correctness of nomenclature while creating catalogue for participation against Bid/schedule. If nomenclature found other than tendered Item, the same may lead to disqualification from bid/schedule, Cancellation of Contract or Rejection of Stores supplied against the contract.

ii. The requisite documents i.e. offered Specification, List of Plant and Machinery available with the firm, MOU documents, MSME Registration Certificate, Make in India document, Non Discloser Certificate, Financial documents, Experience Documents etc. must be enclosed at proper place provided in the Bid.

iii. Seller must ensure correctness of GST & GST Cess as applicable while bidding.

iv. Seller must respond against clarification raised if any against the bid/schedule, within specific time as provided in bid, non response may lead to disqualify offer against the Bid/Schedule.

4. Inspection

NOMINATED INSPECTION AGENCY : BUYER RECEIPT INSPECTION BY MTPF REPRESENTATIVE AT MTPF PREMISES.

5. 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

6. Certificates

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

7. Generic

Bidder shall submit the following documents along with their bid for Vendor Code Creation:

- a. Copy of PAN Card.
- b. Copy of GSTIN.
- c. Copy of Cancelled Cheque.
- d. Copy of EFT Mandate duly certified by Bank.

8. Generic

Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards. GST reimbursement will be as per actual or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.

9. Warranty

Warranty period of the supplied products shall be 1 year from the date of final acceptance of goods or after completion of installation, commissioning & testing of goods (if included in the scope of supply), at consignee location. OEM Warranty certificates must be submitted by Successful Bidder at the time of delivery of Goods. The seller should guarantee the rectification of goods in case of any break down during the guarantee period. Seller should have well established Installation, Commissioning, Training, Troubleshooting and Maintenance Service group in INDIA for attending the after sales service. Details of Service Centres near consignee destinations are to be uploaded along with the bid

10. Ration Item ATCs

Demurrage charges In case the rejected items are not lifted by the firm within 48 hrs, the demurrage charges at the rate of 0.5% of total contract value will be charged per day. In case the items are not lifted within a month, the same will be destroyed by the station board of officers and no claim will be admitted. Demurrage charges. In case the rejected items are not lifted by the firm within 48 hrs, the demurrage charges at the rate of 0.5% of total contract value will be charged per day. In case the items are not lifted within a month, the same will be destroyed by the station board of officers and no claim will be admitted.

11. Generic

NON DISCLOSURE DECLARATION CERTIFICATE (On Bidder Letter Head) to be uploaded with bid:

1. I " M/s. Name of the Firm" 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.

12. Certificates

Material Test Certificate Should Be Sent Along with The Supply. The Material Will Be Checked by Buyer's Lab & the Results of the Lab will be the Sole Criteria for Acceptance of the Item.

13. Ration Item ATCs

Packing Material The items will be supplied by the successful bidder in its original packing material and the packing material will not be returned. Weight of packing material will not be included in quantity supplied and only net weight of the items will be counted. The packing should be of standardized weights of appropriate size. Item will not be accepted in non-standardized weights. Packing Material. The items will be supplied by the successful bidder in its original packing material and the packing material will not be returned. Weight of packing material will not be included in quantity supplied and only net weight of the items will be counted. The packing should be of standardized weights of appropriate size. Item will not be accepted in non-standardized weights.

14. Warranty

Timely Servicing / rectification of defects during warranty period: After having been notified of the defects / service requirement during warranty period, Seller has to complete the required Service / Rectification within 7 days time limit. If the Seller fails to complete service / rectification within defined time limit, a penalty of 0.5% of Unit Price of the product shall be charged as penalty for each week of delay from the seller. Seller can deposit the penalty with the Buyer directly else the Buyer shall have a right to recover all such penalty amount from the Performance Security (PBG). Cumulative Penalty cannot exceed more than 10% of the total contract value after which the Buyer shall have the right to get the service / rectification done from alternate sources at the risk and cost of the Seller besides forfeiture of PBG. Seller shall be liable to reimburse the cost of such service / rectification to the Buyer.

15. Generic

While generating invoice in GeM portal, the seller must upload scanned copy of GST invoice and the screenshot of GST portal confirming payment of GST.

16. Amount of LD

The standard Liquidated Damages percentage is 0.5% per week (or part thereof) of the prices of any store s/service which the contractor has failed to deliver within delivery period specified in the contract. The ceiling of LD is 10% (maximum).

17. Performance Security Deposit (PSD):

- a. The Seller (successful bidder awarded contract) shall deposit 3% of the total value of this order /contract value including taxes & duties as Performance Security Deposit. In favor of AVNL, MTPF Ambarnath
- b. PSD is not necessary for contracts valuing up to Rs. 10 Lakhs.

18. Earnest Money Deposit (EMD) :

As per Chapter XV Tendering of AVNL Procurement Manual 2024 Para 16 Bid Security (also known as Earnest Money Deposit) is to be obtained from the bidders except Micro and Small Enterprises (MSEs) having Udyog Aadhaar Memorandum (UAM) number as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase Organization or the concerned Ministry or Department (Including other units of AVNL) Since the subject bid is being issued to the Registered & Established supplier of the subject store to MPF. Hence the bidders will be exempted from submission of EMD.

19. Firm should submit Material security deposit as per scope of work.

अस्वीकरण/Disclaimer

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

1. Publishing Custom / BOQ bids for items for which regular GeM categories are available (unless such

Custom / BOQ item is bunched with the major regular product Category Item).

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

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

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

For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972, etc. and relevant State Rules) shall continue to remain applicable.

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

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

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

This Bid is governed by the General Terms and Conditions, conditions stipulated in Bid and Service

Level Agreement specific to the Service, as the case may be, as provided in the Marketplace.

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

[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---