

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	23-05-2026 13:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	23-05-2026 13:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	120 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Maharashtra
विभाग का नाम/Department Name	Skill Development And Entrepreneurship Department Maharashtra
संगठन का नाम/Organisation Name	Director Of Vocational Education And Training
कार्यालय का नाम/Office Name	Dvet Head Office
कुल मात्रा/Total Quantity	45
वस्तु श्रेणी /Item Category	Split Air Conditioner, Wall Mount Type (V3) ISI Marked to IS 1391 (Part 2) (Q2)
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) /Minimum Average Annual Turnover of the bidder (For 3 Years)	10 Lakh (s)
मूल उपकरण निर्माता का औसत टर्नओवर (गत 3 वर्षों का)/OEM Average Turnover (Last 3 Years)	50 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	Yes Complete

बिड विवरण/Bid Details	
विक्रेता से मांगे गए दस्तावेज़/ Document required from seller	Experience Criteria,Past Performance,Bidder Turnover,Certificate (Requested in ATC),OEM Authorization Certificate,OEM Annual Turnover,Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC),Compliance of BoQ specification and supporting document *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों 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?	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	3
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	2
विगत प्रदर्शन / Past Performance	50 %
बिड से रिवर्स नीलामी सक्रिय किया/ Bid to RA enabled	No
बिड का प्रकार/ Type of Bid	Two Packet Bid
प्राथमिक उत्पाद श्रेणी/ Primary product category	Split Air Conditioner, Wall Mount Type (V3) ISI Marked to IS 1391 (Part 2)
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय / Time allowed for Technical Clarifications during technical evaluation	3 Days
निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/ Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
मूल्यांकन पद्धति/ Evaluation Method	Total value wise evaluation
मध्यस्थता खंड/ Arbitration Clause	No
सुलह खंड/ Mediation Clause	No

ईएमडी विवरण/EMD Detail

एडवाइजरी बैंक/ Advisory Bank	State Bank of India
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ईएमडी राशि/EMD Amount	100000
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ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईपीबीजी प्रतिशत (%) /ePBG Percentage(%)	5.00
ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).	18

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित कैटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने है। एमएसई कैटेगरी 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 :

Director

DVET Head Office, Skill Development and Entrepreneurship Department Maharashtra, Director of Vocational Education and Training, Mumbai

(Director Of Vocational Education And Training, Mumbai)

विभाजन/Splitting

विभाजन/Splitting Applied	Yes
बोलीदाताओं की अधिकतम संख्या, जिनके बीच ऑर्डर विभाजित किया जा सकता है। / Maximum No. Of Bidders Amongst Which Order May Be Split	2
विभाजन मानदंड इस बात पर आधारित है कि कौन सी क्वांटिटी को वितरित किया जाएगा / Split Criteria based on which quantity will be distributed	As per Govt. of Maharashtra Govt. Resolution, Industry, Energy and Labour Department dated 01/12/2016 and 07/03/2024.

एमआईआई खरीद वरीयता / MII Purchase Preference

एमआईआई खरीद वरीयता / MII Purchase Preference	Yes
मेक इन इंडिया विक्रेताओं को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% तक की सीमा में है / Purchase Preference to MII sellers available upto price within L1+X%	20

मेक इन इंडिया खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MII purchase preference	50
सार्वजनिक खरीद (मेक-इन-इंडिया को प्राथमिकता) आदेश 2017 के अनुसार केवल क्लास 1/क्लास 2 के स्थानीय आपूर्तिकर्ताओं को ही भागीदारी की अनुमति है दिनांक 16.09.2020 (समय-समय पर संशोधित एवं लागू) / Allow participation only from Class 1/Class 2 local suppliers as per the Public procurement(Preference to Make-in-india) order 2017 date 16.09.2020(as amended and applicable time to time)	Yes, in compliance with the MII ORDER : DPIIT Order(as amended and applicable time to time)

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

1. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed from the the eligibility criteria of "Experience Criteria" as defined above subject to their meeting of quality and technical specifications. The bidder seeking Relaxation from Experience Criteria, shall upload the supporting documents to prove his eligibility for Relaxation.
2. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed from the the eligibility criteria of "Bidder Turnover" as defined above subject to their meeting of quality and technical specifications. If the bidder is DPIIT Registered OEM of the offered products, it would be relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover shall upload the supporting documents to prove his eligibility for Relaxation.
3. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
4. 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.
5. 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.

6. Preference to Make In India products (For bids < 200 Crore):Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate .The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023.

[OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

7. Purchase preference to Micro and Small Enterprises (MSEs) from the State of Bid Inviting Authority : Purchase preference will be given to MSEs as Micro and Small Enterprises from the State of Bid inviting Authority. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. 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. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for percentage of 25 % of total quantity as defined/ decided in relevant policy.

8. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 50% 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.

Pre Bid Detail(s)

मूल्य भिन्नता खंड दस्तावेज़/Pre-Bid Date and Time	प्री-बिड स्थान/Pre-Bid Venue
12-05-2026 12:00:00	Venue: - Conference Hall, Fourth Floor, Directorate of Vocational Education and Training, Mahapalika Marg, Mumbai- 400 001

Split Air Conditioner, Wall Mount Type (V3) ISI Marked To IS 1391 (Part 2) (21 pieces)

(क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक/Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

Bis Required	Yes
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तकनीकी विशिष्टियाँ /Technical Specifications

* जेम कैटेगरी 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)
Performance Parameters	Description of Stores	Wall Mount Type Split Air Conditioner with copper evaporator and condenser, reusable air filter and standard accessories [3 meter Refrigerant Interconnecting Copper Pipe, 1 meter PVC insulated sheathed power cable(as per IS 694), Drain pipe, Remote]

विवरण/Specification	विशिष्टि का नाम /Specification Name	बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values)
	Size of Air Conditioner	Large [suitable for room area greater than 190 sq. ft.]
	Compressor Type as per BEE Star Rating Label	Inverter - Variable Speed
	Nominal Capacity of Air Conditioner (in Ton)	1.8 Ton - 2.2 Ton
	Classification By Function	Cooling Only
	BEE Star Rating	4 Star
Warranty and Test Reports	Minimum Standard Warranty on Air Conditioner (in years)	1.0 (year)
	Warranty on Compressor	10.0 Or higher (year)
	Warranty on PCB	1, 5 Or higher (year)

Additional Specification Parameters - Split Air Conditioner, Wall Mount Type (V3) ISI Marked To IS 1391 (Part 2) (21 pieces)

Specification Parameter Name	Bid Requirement (Allowed Values)
Salient Features/Remote Control Features	Turbo Mode, Dehumidification Mode, Power Saving Mode, Quiet Mode, Dry Mode, Cool Mode, Fan Mode, Air Swing, Timer, Sleep Mode, Auto Off, Fan Speed Control, Power(On-Off), Temperature Up/Down
Installation/Commissioning:	Installation/Commissioning with Free Standard Installation Commissioning Or higher

* Bidders offering must also comply with the additional specification parameters mentioned above.

परेषिती/रिपोर्टिंग अधिकारी तथा मात्रा/Consignees/Reporting Officer and Quantity

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Prashant Narayanrao Kalambe	440012,Pandit Malviya Road, Infront of Laxmi Talkies, Sitabuldi, Nagpur 440012	1	45
2	Sarla Vikas Khobragade	400603,Principal, ITI (Girl) Thane,C/o GTHS Thane, Bara bangla, Sinchan Bhavanajaval, Thanekarwadi, kopri colony, Thane East 400603, Thane, 400603	3	45
3	Mahesh Shaligram Jadhav	421501,Old Bhendipada, Kalyan Badlapur Road (West) 421501	1	45

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
4	Vaibhav Madhukarrao Bongirwar	442605,Gadchiroli	2	45
5	Hemant Vitthalrao Aware	441601,Fulture peth, Goregaon Road,Gondia Road,Gondia Dist :- Gondia 441601	2	45
6	Nitin Kisanrao Mane	413106,Baramati Road, Indapur 413106	1	45
7	Pandurang Baburao Deshmane	415124,VIDHYA NAGAR, SAIDAPUR	3	45
8	Avadhut Dhimaji Jadhawar	413115,MALEGAON BARAMATI	2	45
9	Rajendra Shantaram Sankhe	400011,374, Sane Guruji Marg, Near Agripada Police Station 400011	1	45
10	Shashikant Ganpat Kotawadekar	415639,Nachane Road, Ratnagiri(M CL) 415639	2	45
11	Hanamantrao Siddeswar Patil	416606,At.Post Malvan,Near Government Polytechnic, Malvan, Wairy Road, Tal-Malvan,Dist-Sindhudurg,Pin-416 606	3	45

Split Air Conditioner, Wall Mount Type (V3) ISI Marked To IS 1391 (Part 2) (24 pieces)

(क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक/Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

Bis Required	Yes
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तकनीकी विशिष्टियाँ /Technical Specifications

* जेम कैटेगरी 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)
Performance Parameters	Description of Stores	Wall Mount Type Split Air Conditioner with copper evaporator and condenser, reusable air filter and standard accessories [3 meter Refrigerant Interconnecting Copper Pipe, 1 meter PVC insulated sheathed power cable(as per IS 694), Drain pipe, Remote]
	Size of Air Conditioner	Medium [suitable for room area between 130-180 sq. ft.]
	Compressor Type as per BEE Star Rating Label	Inverter - Variable Speed
	Nominal Capacity of Air Conditioner (in Ton)	1.3 Ton - 1.7 Ton

विवरण/Specification	विशिष्टि का नाम /Specification Name	बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values)
	Classification By Function	Cooling Only
	BEE Star Rating	5 Star
Warranty and Test Reports	Minimum Standard Warranty on Air Conditioner (in years)	1.0 (year)
	Warranty on Compressor	10.0 Or higher (year)
	Warranty on PCB	1, 5 Or higher (year)

Additional Specification Parameters - Split Air Conditioner, Wall Mount Type (V3) ISI Marked To IS 1391 (Part 2) (24 pieces)

Specification Parameter Name	Bid Requirement (Allowed Values)
Salient Features/Remote Control Features	Turbo Mode, Dehumidification Mode, Power Saving Mode, Quiet Mode, Dry Mode, Cool Mode, Fan Mode, Air Swing, Timer, Sleep Mode, Auto Off, Fan Speed Control, Power(On-Off), Temperature Up/Down
Installation/Commissioning:	Installation/Commissioning with Free Standard Installation Commissioning Or higher

* Bidders offering must also comply with the additional specification parameters mentioned above.

परेषिती/रिपोर्टिंग अधिकारी तथा मात्रा/Consignees/Reporting Officer and Quantity

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Suresh Shivaram Dhengle	442916,WANI ROAD	3	45
2	Kalpna Sanjay Khobragade	442401,CIVIL LINES, NEAR OLD WARORA NAKA	3	45
3	Sunil Bhimrao Ghongade	444001,RATANLAL PLOT	4	45
4	Ajit Popat Shinde	431005,MIDC Area, Railways Station Road 431005	1	45
5	Nitin Kisanrao Mane	413106,Baramati Road, Indapur 413106	1	45
6	Pravinkumar Digamberrao Ukhlikar	431203,Additional MIDC Area, Near S. T. Workshop, Aurangabad Road, Jalna 431203	2	45

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
7	Pandurang Baburao Deshmane	415124,VIDHYA NAGAR, SAIDAPUR	1	45
8	Avadhut Dhimaji Jadhwar	413115,MALEGAON BARAMATI	2	45
9	Sachin Parshuram Sankhe	416606,Government Polytechnic Campus, Kumbharmath, Malwan 416606	1	45
10	Rajendra Shantaram Sankhe	400011,374, Sane Guruji Marg, Near Agripada Police Station 400011	1	45
11	Shashikant Ganpat Kotawadekar	415639,Nachane Road, Ratnagiri(M CL) 415639	2	45
12	Smita Subhash Mane	400604,Road No. 28, Ramnagar, Wagale Industrial Estate 400604	2	45
13	Hanamantrao Siddeswar Patil	416606,At.Post Malvan,Near Government Polytechnic, Malvan, Wairy Road, Tal-Malvan,Dist-Sindhudurg,Pin-416 606	1	45

Special terms and conditions-Version:1 effective from 02-12-2025 for category Split Air Conditioner, Wall Mount Type (V3) ISI Marked to IS 1391 (Part 2)

1. Scope of standard installation and commissioning for Wall Mount Split AC consist of follows:

- a)** Installation/Commissioning is mandatory for all types of purchases (Direct/L1/Bid). For cases where Installation/Commissioning is not required, the buyer may indicate the details in the bid document.
- b)** The Switches/ Sockets/ Plug Tops/ Voltage Stabilizer/stand for ODU/ Chiselling/ Ducting/ Grooving for concealing the refrigerant piping/cabing/ core cutting of the wall are not included in the scope of standard installation and commissioning, unless otherwise mentioned in the contract.

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 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.

2. Generic

Manufacturer Authorization:Wherever Authorised Distributors/service providers are submitting the

bid, Authorisation Form /Certificate with OEM/Original Service Provider details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid

3. **Generic**

Without prejudice to Buyer's right to price adjustment by way of discount or any other right or remedy available to Buyer, Buyer may terminate the Contract or any part thereof by a written notice to the Seller, if:

- i) The Seller fails to comply with any material term of the Contract.
- ii) The Seller informs Buyer of its inability to deliver the Material(s) or any part thereof within the stipulated Delivery Period or such inability otherwise becomes apparent.
- iii) The Seller fails to deliver the Material(s) or any part thereof within the stipulated Delivery Period and/or to replace/rectify any rejected or defective Material(s) promptly.
- iv) The Seller becomes bankrupt or goes into liquidation.
- v) The Seller makes a general assignment for the benefit of creditors.
- vi) A receiver is appointed for any substantial property owned by the Seller.
- vii) The Seller has misrepresented to Buyer, acting on which misrepresentation Buyer has placed the Purchase Order on the Seller.

4. **Generic**

WORLD BANK TERMS AND CONDITIONS: Special Terms and Conditions as defined by world bank at [click here](#) will also be applicable. APPLICABLE ONLY IN CASE OF WORLD BANK FUNDED PROJECTS.

5. **Scope of Supply**

Scope of supply (Bid price to include all cost components) : Supply Installation Testing and Commissioning of Goods

6. **Service & Support**

Availability of Service Centres: Bidder/OEM must have a Functional Service Centre in the State of each Consignee's Location in case of carry-in warranty. (Not applicable in case of goods having on-site warranty). If service center is not already there at the time of bidding, successful bidder / OEM shall have to establish one within 30 days of award of contract. Payment shall be released only after submission of documentary evidence of having Functional Service Centre.

7. **Service & Support**

Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.

8. **Service & Support**

Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.

9. **Inspection**

Nominated Inspection Agency: On behalf of the Buyer organization, any one of the following Inspection Agency would be conducting inspection of stores before acceptance:
Pre-dispatch Inspection at Seller Premises (applicable only if pre-dispatch inspection clause has been selected in ATC):

Committee nominated by buyer at Bidder location

Post Receipt Inspection at consignee site before acceptance of stores:
Physical verification of supplied items at Consignee location

10. **Warranty**

Warranty period of the supplied products shall be as given in specifications 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.

11. **Forms of EMD and PBG**

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

Director of Vocational Education and Training, Mumbai
payable at
Mumbai

. 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.

12. **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

Director of Vocational Education and Training, Mumbai
payable at
Mumbai

. 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.

13. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

1. The product offered must meet the specifications as specified in the Bid Documents. Bidder can apply for the Bid, if the product offered has better and higher specifications than the specified specification in the Bid, but the right to accept or reject the said better and higher specifications will remain entirely with the Buyer. All other parameters must generally conform to the stated standards (IS or equivalent international standards). Images / Diagram and Reference Brands are only indicative of the product required. Any item not forming part of the specification but is required for installation of the item, the same shall be supplied free of cost by the manufacturer.
2. Data Sheet of the product(s) offered in the bid, are to be uploaded along with the bid documents. Buyers can match and verify the Data Sheet with the product specifications offered. In case of any unexplained mismatch of technical parameters, the bid is liable for rejection.
3. **Sample Clause:** DVET may ask for a sample of specific product offered to Successful bidder (After Issuing Acceptance of Tender); which shall be submitted within 7 days on such request; and carry out inspection and tests by DVET experts or from any Government approved labs. All costs related to inspection and tests in Government approved labs shall be borne by the bidder. If any destructive test is carried out, the sample will not be returned to the bidder.
4. Cost of Pre-Dispatch Inspection (If applicable) should be borne by the supplier.
5. Pre-dispatch Inspection will be carried out in the premises of the Vendor / Manufacturer by a team of officers nominated by DVET or any third party agency nominated by DVET.
6. **QR Code** - QR Code must be generated by the supplier. The PDI team will affix the QR code to the equipment/machines after successful PDI. The QR code must contain the following information's:
 - Item Name
 - Description of item
 - Make and Model No
 - Serial No.
 - Name of supplier
 - Purchase Order No. & Date
 - Unit Cost
 - PDI team members with mobile nos.
 - Date of PDI

- Name of Institute/Office
- Warranty Period
- Service Support No.

7. The Buyer reserves the right to issue Repeat Orders per Clause 3.3.2 of Maharashtra Government Resolution dated 1.12.2016
8. Terms and conditions mentioned in Maharashtra Government Resolution (GR) for Purchase by Industry, Power and Labour department dated 01.12.2016, 24.08.2017, 08.12.2017, 07.03.2024 and any purchase related GR published from time to time by Government of Maharashtra shall be applicable.

GR dated 01.12.2016:

<https://gr.maharashtra.gov.in/Site/Upload/Government%20Resolutions/Marathi/201612021708269510.pdf>

GR date 24.08.2017:

<https://gr.maharashtra.gov.in/Site/Upload/Government%20Resolutions/Marathi/201708241235162110.pdf>

GR date 08.12.2017:

<https://gr.maharashtra.gov.in/Site/Upload/Government%20Resolutions/Marathi/201712081710303810.pdf>

GR date 07.03.2024:

<https://gr.maharashtra.gov.in/Site/Upload/Government%20Resolutions/Marathi/202403131154305010.pdf>

9. Purchase Preference
 - 9.1. MII Purchase Preference
 - 9.1.1. The minimum local content to qualify for bid shall have a class II local supplier i.e. less than 50% to 20% local content Items.
 - 9.1.2. 50% of Order quantity shall be awarded to L1 and remaining to class I local supplier i.e. equal or more than 50 % local content Items subjected to supplier quoted price failing within the Margin of purchase preference L1+20% and matching price to L1.
 - 9.2. MSE Purchase Preference: 75% of Order quantity shall be awarded to L1 and remaining to MSE OEM subjected to supplier quoted price failing within the Margin of purchase preference L1+15% and matching price to L1. Margin of purchase preference - L1+15%
 - 9.3. Start Up Preference: 90% of Order quantity shall be awarded to L1 and remaining to Start Up OEM subjected to supplier quoted price failing within the Margin of purchase preference and matching price to L1. Margin of purchase preference - L1+15%
10. **Liquidated Damages:** If the supplier fails to deliver any or all of the goods within the period(s) specified in the Contract, the Buyer shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to **0.5% of the delivery price** of the delayed goods for each week or part thereof of delay until actual delivery, up to a maximum deduction of **5% of stipulated price** of the stores. The date on which the acceptable goods have been offered for inspection to the inspecting agency shall be deemed as date of delivery provided that the stores have been offered for inspection within the delivery period. Goods Dispatch letter will be issued to the selected Bidder after PDI. The supply period will be mentioned in the said Dispatch Letter for dispatching the goods at consignee's location. Late supply of goods at consignee location after the specified period will incur **an additional 0.5% late fee per week**. If the goods not supplied in reasonable time, the Buyer may in its sole discretion without assigning any reason may refuse to extend the delivery time or may consider for termination of the Contract without issuing notice to vendor.
11. **Risk Purchase:** The contractor fails to deliver the stores of any instalment thereof within the period fixed for such delivery or at any time repudiates the contract before the expiry of such period, the Government is entitled to cancel the contract and repurchase the stores not delivered at the risk and cost of the defaulting contractor. In the event of such a risk purchase, the defaulting contractor shall be liable for any loss which the Government may sustain on that account provided the purchase, or if there is an agreement to purchase, such agreement is made, in case of default to deliver the stores by the stipulated delivery period, within six months from the date of such default and in case of repudiation of the contract before the expiry of the aforesaid delivery, within six months from the date of cancellation of the contract.
12. **Fall Clause:** It is a condition of the contract that all through the currency thereof, the price at which Successful bidder will the supply stores should not exceed the lowest price charged by Successful bidder to any customer during the currency of the rate contract and that in the event of the prices going down below the rate contract prices Successful bidder shall promptly furnish such information to us to enable to amend the contract rates for subsequent supplies. If it is observed that such event happens, the difference between lowest price charged by Successful bidder to any other customer and price charged by Successful bidder to the DVET is deducted and in **addition to this 5 % penalty** on purchased o

order is deducted.

13. **Force Majeure Clause:** "If, at any time, during the continuance of this contract the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reason of any war, hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restriction, strikes, lock-outs or acts of God (hereinafter referred to as "events"), provided notice of happening of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event, be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance; and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of the purchasing officer as to whether the deliveries have been so resumed or not, shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days, either party may at its option terminate the contract PROVIDED ALSO that if the contract is terminated under this clause, the Buyer shall be at liberty to take over from the contractor at a price to be fixed by the purchasing Officer which shall be final all unused, undamaged and acceptable materials, bought out components and stores in course of manufacture in the possession of the contractor at the time of such termination or such portion thereof as the Buyer may deem fit accepting such material, bought out components and stores as the contractor may with the concurrence of the Buyer elect to retain.
14. The procuring entity will reject a proposal for award if it determines that the Bidder/Service Provider (Consulting and Non-consulting) recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive or obstructive practices in competing for the contract in question. The procuring entity will cancel the portion of the funds allocated to a contract if it determines at any time that representatives of the bidders, suppliers, contractors or consultants engaged in corrupt, fraudulent collusive, coercive or obstructive practices during the procurement or execution of that contract, without the procuring entity having taken timely and appropriate action satisfactory to the buyer. The procuring entity will sanction a firm or individual, including declaring them ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has, directly or through an agent, engaged, in corrupt, fraudulent, collusive, coercive, or obstructive practices. Bidders, suppliers, contractors and consultants to permit the procuring entity to inspect their accounts and records and other documents relating to the bid submission and contract performance and to have them audited by auditors appointed by the procuring entity.
15. As far as possible, disputes may be resolved with mutual agreement between the procuring entity and bidders, suppliers, contractors and consultants through alternate dispute resolution mechanisms to avoid going through arbitration and litigation stages. All the contracts will be governed by the laws of India. The courts of the place, from where the acceptance of tender has been issued, shall alone have jurisdiction to decide any dispute arising out of or in respect of the contract. Irrespective of the place of delivery, the place of performance or place of payment under the contract or the place of issue of advance intimation of acceptance of tender, the contract will be deemed to have been made at the place from where the acceptance of the tender has been issued. In the event of any question, dispute or difference arising under the contract conditions or any special conditions of contract, or in connection with the contract (except as to any matters the decision of which is specially provided for by these or the special conditions) the same will be referred to the sole arbitration of an officer, from the government department other than the department which decided the contract, having sufficient knowledge of law, appointed to be the arbitrator by the Buyer. The decision of the arbitrator shall be final and binding on both the parties to this contract. In the event of the arbitrator dying, neglecting or refusing to act or resigning or being unable to act for any reason, it will be lawful for the Buyer to appoint another arbitrator in place of the outgoing arbitrator in the manner aforesaid. It is further a term of the contract that no person other than the person appointed by the Buyer as aforesaid should act as arbitrator and if for any reason that is not possible, the matter is not to be referred to arbitration at all. Arbitrator may, from time to time, with the consent of all parties to the contract enlarge the time for making the award. In pursuance of a reference, the assessment of the costs incidental to the reference and award respectively will be at the discretion of the arbitrator. Subject to as aforesaid, the Arbitration and Conciliation [Amendment] Act, 2015 amended up to date and the rules there under and any statutory modification thereof for the time being in force will be deemed to apply to the Arbitration proceedings under this clause. The arbitrator will be requested to give a reasoned award. The venue of arbitration will be the place from which formal Acceptance of Tender is issued or such other place as the Buyer at his discretion may determine.
16. **Payment:** 90% payment within 2 weeks against Satisfactory delivery as per technical specifications at consignee's place and 10 % Payment within 30 days against satisfactory installation, commissioning, testing, training & working trial of equipment at consignee's place. In case of delay payment, interest will not be paid.
17. The specimen for submission of security deposit to the Directorate shall be issued along with the supply order after generating the contract on the GeM portal. You are requested to enter into an agreement

t for the performance of contract as per format provided with Acceptance of Tender. The same should be signed and submitted to DVET in original within 15 days after issuing Acceptance of Tender.

18. **Delivery:** Delivery must be made to the consignees on Door Delivery basis including unloading at consignee's place. Date of delivery is the date on which acceptable goods have been offered for inspection to the inspecting agency. If the inspection team reached at factory premises for PDI and found the goods are in not in ready condition, then the PDI offer letter submitted by the successful bidder is not considered as a date of delivery and the penalty clause shall be applicable as per the Liquidity Damage **clause**. In the event of your inability to supply goods by the stipulated date, DVET must be informed and no supply will be accepted by the consignee if delivered late except on the production of a specific sanction from DVET.
19. After delivery, Installation and testing, the vendor will have to register the product with the respective OEM and confirm genuineness of the product and warranty.
20. Technical catalogue/literature, drawing with dimensions and photograph of the equipment is to be submitted along with bid.
21. Authorized representative of the Manufacturer/OEM must be present during the pre-dispatch inspection of the goods and should provide certificate of Manufacturer/OEM's letterhead regarding the genuineness, quality and compliance of the goods as per specifications laid down in the purchase order.
22. The Goods are to be offered in factory premises and all expenditure shall be borne by the vendor. Inspection charges, including the expenses for the experts, will be payable by the supplier.
23. **Submission of Bills:** Bills for the stores to be supplied in compliance of this contract must be prepared **in triplicate** and sent to the Consignee for payment. No interest shall be paid to the successful bidder if any delay in payment due to any reason.
24. The decision of the Purchasing Officer shall be final as regards the acceptability of stores supplied by the Contractor and Purchasing Officer shall not be required to give any reason in writing or otherwise at any time for rejection of the stores in the said tender.
25. Intimation of Status: This office must be kept informed of the progress of the delivery of materials, etc. and intimation should be sent upon final completion of the contract.
26. All terms and conditions mentioned in the tender document will be applicable.
27. Bidder will be disqualified during the technical scrutiny without giving any reason; If it is found that the price of Machinery/Equipment is mentioned along with any document before the opening of the commercial rate, in the said tender.
28. The materials, equipment mentioned in the tender should not be given as old (Refurnished) under any circumstances. A completely new supply of machinery should be provided. If the machinery and equipment is found to be old, the supply order will be cancelled without any valid reason and security deposit will be deposited. In such cases, the bidder may be black listed for participating in any further bid of DVET.
29. Supply order will be issued to the tenderer after completion of all tender process. It will be mandatory for the tenderer to submit all the original documents submitted in the tender form for qualification to the Directorate. The Director, DVET, Mumbai shall have full authority to cancel the said supply order if objectionable material is found in the said original document.
30. **Special Terms and Conditions related to procurement for Work Bank Financed Projects :-**

Bidding documents will include information regarding the applicability of the ACG to the Program, and exclusion of any debarred or suspended person or entity from a contract under or participation in the Program

- (1) The WB "Guidelines on Preventing and Combating Fraud and Corruption in Program for Results Financing" dated February 1, 2012, and revised on July 10, 2015, shall apply to this activity which is within the Program Boundary accordingly the following shall be applicable:
 - (i) *Bidder shall prepare and furnish to the Borrower and/or the Bank, all such information that the Borrower, and/or the Bank shall reasonably request in relation to the Program.*
 - (ii) *Bidder accept the carrying out of inspections by the Borrower and/or the Bank for the monitoring of, and in relation to, the carrying out of the activities under the Program.*
 - (iii) *Any inquiries conducted by the Bank pursuant to these Guidelines are administrative in nature, for the purpose of determining compliance with the Bank's policies, directives, and procedures. Inquiries include, but are not limited to, the review of relevant accounts, records and other documents, and interviews with relevant persons.*

(iv) *The Guidelines address the following defined practices in connections with the program.*

- (a) A “Corrupt practices” is the offering, giving, receiving, or soliciting directly or indirectly, of anything of value to influence improperly the actions of another party.
- (b) A “Fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation.
- (c) A “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party.
- (d) A “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party.
- (e) An “obstructive practice” is (i) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation¹⁰ into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or (ii) acts intended to materially impede the exercise of the Bank’s contractual rights of audit or access to information.

The above practices, as so defined, are referred to collectively in these Guidelines as “Fraud and Corruption.”

31. **Buyer added Bid Specific Terms and Conditions:**

- 31.1. Additional Specifications - The desired product specifications are detailed in the **Buyer uploaded ATC Document**. These specifications take precedence over any specifications mentioned in the product selected on the Government e-Marketplace (GeM). Sellers are required to submit Technical Specification Compliance and No Deviation Statement as per Annexure 5.
- 31.2. Format of Annexures
 - 31.2.1. Annexure 1: Proforma of Manufacturers’ Authorization Certificate
 - 31.2.2. Annexure 2: Proforma for Annual Turnover Certificate for last three preceding financial years
 - 31.2.3. Annexure 3: Proforma of Manufacturing Facilities
 - 31.2.4. Annexure 4: Past Performance from Supplier
 - 31.2.5. Annexure 5: Technical Specifications Compliance and No Deviation Statement
 - 31.2.6. Annexure 6: Format of Declaration
 - 31.2.7. Annexure 7: Undertaking as per Office Memorandum No.: F. No.6/18/2019-PPD, dated 23.07.2020 and Office Memorandum No.: F.18/37/2020-PPD dated 08.02.2021 published by Ministry of Finance, Department of Expenditure, Public Procurement Division
 - 31.2.8. Annexure 8: Declaration of Local Content as per Preference to MII Order 2017
 - 31.2.9. Annexure 9: Proforma of Bidder’s Request for Clarification

USE OF CONTRACT DOCUMENTS AND INFORMATION

- i. The Vendor shall treat as confidential all data and information about the Tendering authority, obtained in the execution of his responsibilities, in strict confidence and shall not reveal such information to any other party without the prior written approval of the Tendering Authority.
- ii. The Vendor shall not, without the Tendering Authority’s prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Tendering Authority in connection therewith, to any person other than a person employed by them in performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
- iii. Any document, other than the contract itself, shall remain the property of the Tendering Authority and shall be returned (in all copies) to the Tendering Authority on completion of the Vendor’s performance under the Contract if so required by the Tendering Authority.
- iv. The Vendor must act in good faith and at all times extend its fullest cooperation to the Tendering Authority, its employees and agents during the performance of the Services.
- v. The Vendor shall act with appropriate propriety and discretion and in particular shall refrain from making any public statement concerning the Project or the Services without prior approval of Tendering Authority.
- vi. The Vendor shall refrain from disclosing or publicizing to its clientele including past and prospective clients or to the public that it has provided Services to the Directorate without prior approval of

- f the Tendering Authority.
- vii. The Vendor shall not divulge to any person not authorized by the Directorate and shall not use for its own purposes, any information concerning the Tendering Authority, its staff or the Project which the Vendor may have access to directly or indirectly from the services performed under this Agreement or otherwise during the course of the Project; strict confidentiality shall be maintained by the Vendor and its employees/agents in respect of the information provided by the Directorate to the Vendor.
- viii. The Vendor shall have no authority to commit the Tendering Authority to any additional costs, fees or expenses in connection with the Project.
- ix. The vendor shall report immediately to the Tendering Authority any circumstances or events which might reasonably be expected to impair or prejudice the performance of the Services.
- x. All data, reports, notes, drawings, specifications, statistics, plans and other documents and data compiled or made by the Vendor while performing the Services shall be the exclusive property of the Tendering Authority and the Vendor shall have no copyright or other interest therein, and upon sooner determination of the contract or Termination of the Engagement, the said documents and records shall be submitted to the Tendering Authority or disposed of as Tendering Authority may direct.
- xi. The Vendor shall at all-time refrain from showing the report/work in progress or the completed report/work to any person not authorized by the Tendering Authority
- xii. The Vendor shall make available to the Tendering Authority documents and records related to the performance of the Vendor for verifying the authenticity of the claims made.

14. Buyer Added Bid Specific ATC

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

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---