

**बिड दस्तावेज़ / Bid Document**

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	10-02-2026 18:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	10-02-2026 18:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	90 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Power
विभाग का नाम/Department Name	Contracts And Materials
संगठन का नाम/Organisation Name	Damodar Valley Corporation
कार्यालय का नाम/Office Name	Damodar Valley Corporation
वस्तु श्रेणी /Item Category	Custom Bid for Services - Comprehensive AMC of SCADA/EMS System at MCC, Howrah and BCC, Maithon
समान श्रेणी/Similar Category	<ul style="list-style-type: none"> <li>Customized AMC/CMC for Pre-owned Products</li> </ul>
अनुबंध अवधि /Contract Period	6 Month(s) 4 Day(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	Certificate (Requested in ATC),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
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों 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?	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	1

बिड विवरण/Bid Details	
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / <b>Number of days for which Bid would be auto-extended</b>	7
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / <b>Number of Auto Extension count</b>	3
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
बिड का प्रकार/Type of Bid	Single Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	3 Days
अनुमानित बिड मूल्य /Estimated Bid Value	7198000
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 अनुपालन/MII Compliance

एमआईआई अनुपालन/MII Compliance	Yes
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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

1. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs 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 the Purchase preference 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 service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price. The buyers are advised to refer to the [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 the credentials of the service provider are validated on-line in GeM profile as well as validated and approved by the Buyer after evaluation of submitted documents.

2. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price.

3. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

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

**Scope of Work:**[1769859745.pdf](#)

**Payment Terms:**[1769859901.pdf](#)

**GEM Availability Report ( GAR):**[1769859907.pdf](#)

**Undertaking of Competent Authority is mandatory to create Custom Bid for Services. Please download standard format document and upload:**[1769859912.pdf](#)

**Custom Bid For Services - Comprehensive AMC Of SCADA/EMS System At MCC, Howrah And BCC, Maithon ( 1 )**

**तकनीकी विशिष्टियाँ /Technical Specifications**

विवरण/ Specification	मूल्य/ Values
<b>कोर / Core</b>	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	Comprehensive AMC of SCADA/EMS System at MCC, Howrah and BCC, Maithon
Regulatory/ Statutory Compliance of Service	YES
Compliance of Service to SOW, STC, SLA etc	YES
<b>एडऑन /Addon(s)</b>	

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

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	No
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**अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents**

परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	Quantity	अतिरिक्त आवश्यकता /Additional Requirement
1	TARUN KUMAR MONDAL	828207,Damodar Valley Corporation, Post Office-Maithon Dam, Dist. Dhanbad	Project / Lumpsum Based	N/A

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

1. **Generic**

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

2. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

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**Description of Services:** Comprehensive AMC of SCADA/EMS System at MCC, Howrah and BCC, Maithon.

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**Buyer Added Bid Specific Terms and Conditions**

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i) **PRICE BASIS:**

**PRICE:** The Contract Price shall be VARIABLE during the entire execution of the Contract. It will be governed by Price Variation Clause (PVC).

**PRICE ADJUSTMENT**

Maintenance Charges Price Component:

The formula for calculation of monthly price adjustments for Maintenance Charges shall be as under:

A. Maintenance Charges price Component

$$MC_1 = MC_0 \{0.20 + 0.80 \times (L_1/L_0)\} - MC_0$$

Where,

$MC_1$  = Price adjustment amount for Maintenance Charges

$MC_0$  = Price for Maintenance charges price component

L= Indian labour index-namely All India average consumer price index for industrial Workers (monthly) (Base: 2016=100), as published by Labour Bureau, Shimla, Government of India ([www.labourburea.nic.in](http://www.labourburea.nic.in))

The name of indices along with their base value (subscript '0') will correspond to

A.1 i) Subscript '0' will correspond to last date of bid submission.

ii) Subscript '1' will correspond to the month of billing for indices and average of month for the exchange rate.

A.2 The total price adjustment amount shall not be subject to any ceiling whatsoever.

A.3 The above price adjustment provision shall be invoked by either party to the following further conditions:

a) For the purpose of Price Adjustment, the Billing period for various Maintenance activities will be as per agreed monthly schedule of Maintenance activities.

b) In case the Indian field labour index is not published, as mentioned above, the bidder shall indicate any nationally recognised published index for respective items and the source of the same shall be applicable.

c) In case of non-publication of applicable indices on a particular date, which happens to be applicable date for Price Adjustment purposes, the published indices prevailing immediately prior to the particular date shall be applicable.

d) If the Price Adjustment amount works out to be positive, the same is payable to contractor by the employer and if it works out to be negative, the same is to be recovered by employer from the contractor.

The Contractor shall promptly submit price adjustment invoices for the work done, whether it is positive or negative.

ii) **TAXES, LEVIES AND DUTIES shall be as below:**

- (a) Except as otherwise specifically provided in the Contract, the Contractor shall bear and pay all taxes, duties, levies, cess, etc. and charges assessed on the Contractor, its Subcontractors or their employees by all municipal, state or national government authorities in connection with the Facilities in and outside of the country where the Site is located.

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**(b)** All taxes, duties, levies, royalties, fees, cess, etc in respect of the works, supply and all other services to be done by the Contractor as per the specifications of Bidding Documents and also taxes, duties, cess & levies as may be applicable on the materials used for the works, supply shall be to the contractor's account & included in the Contract Price. **The Contract price shall be inclusive of GST & all other taxes, duties, levies, royalty, cess, fees etc.** GST will be applicable as per Govt. of INDIA Guidelines

**(c)** However, if DVC pays any taxes, duties, levies, cess, etc directly to the concerned statutory authorities, the same will be deducted from contractor's bill.

iii) **MODE OF DESPATCH & PLACE OF DESPATCH / PREMISES AREA FOR SERVICES**

Material shall be required to be supplied and AMC shall be done in State of Jharkhand & West Bengal as and when required. Successful bidder will have to submit valid road permit (for State Jharkhand & West Bengal.).

iv) **TRANSIT INSURANCE:** NOT APPLICABLE for instant tender.

v) **PAYMENT TERMS:**

**A) TERMS OF PAYMENT:**

**1. Payment shall be made after fulfilling all the following conditions by the Bidder:**

(i) Acceptance of Letter of Award (LOA) and Signing of the Contract Agreement.

(ii) Submission towards Performance Security in respect of the Contract as per clause no. (VI) of ATC.

**2. The payment terms shall be as below:**

(i) 95% of the contract price for work/service contract against RA bills with GST at actual, subject to the limit of quoted for such item. This also includes initial advance, if any. Remaining 5% with GST at actual, subject to the limit as quoted for such item, after completion of the contract. Payment will be made, subject to the acceptance of SDPG and subsequently, execution of Agreement between the DVC and the successful contractor. All payments to the vendors will be released through RTGS/NEFT only.

**Note:** (a) The basis for the pro-rata payment for (i) above shall be done through BOQ on mutually discussed & agreed basis commensurate with sequential progress of work of the entire package.

(b) For the purpose of payment the agency shall submit QUARTERLY BILL (Every Three Months) to the Engineer-in-Charge of DVC. DVC shall make payment of running account of bill every quarter as per payment terms of the Work Order.

(c) Note: The contractor will submit quarterly bill in triplicate along with the detailed entries made in the register to the Engineer - In - Charge, DVC for certification of the bill towards payment action.

(d) GST as applicable will be charged separately in the said bill as per GOI norms.

(e) Actual payment of the Workers & Supervisors shall be made by the agency as per prevailing norms. The agency shall at its own cost comply with the provisions of all laws, rules, orders and regulations and notifications whether Central or State or Local if applicable to him or to this Agreement from time to time. These Acts/Rules include, without limitations are the following: i. The Minimum Wages Act, 1948 & Rules and Orders and Notifications issued there under from time to time; ii. The Contract Labour (Regulation & Abolition) Act, 1970 with Rules, Orders and Notifications made there under; iii. The Industrial Disputes Act, 1947 with Rules, Orders and Notifications issued there under from time to time; iv. The Workmen's Compensation Act, 1923 with Rules, Orders and Notifications there under issued from time to time; v. The Payment of Gratuity Act, 1972 with Rules, Orders and Notifications issued there under from time to time; vi. The Payment of Wages Act, 1936 with Rules, Orders and Notifications issued there under from time to time; vii. The Employees' Provident Fund and Miscellaneous Provisions Act, 1952 with Rules, Orders and Notifications issued there under from time to time; viii. The Employees State Insurance Act, 1948 with Rules, Orders and Notifications issued there under from time to time. ix. All other Acts/Rules/Regulations, Bye-laws, Order, Notifications etc. already in vogue or may be enacted in future by the legislation or present or future Applicable to the Party of the Second Part from time to time for performing the aforesaid services. The agency shall produce the requisite Compliance report to DVC from time to time or as prescribed in the above mentioned law

## **B) PAYMENT PROCEDURES:**

The Procedures to be followed in making application for, certifying and making payments shall be as follows:

### **1. Payment Schedule**

**1.1** Running bills (RA Bills) on the basis of periodic measurement shall be submitted by the Contractor to the concerned Engineer-in-Charge of DVC, who shall, after necessary checking, forward the same to the Accounts Officer for arranging payment.

### **2. Due Dates for Payment**

Employer will make progressive payment as and when the payment is due as per the Terms of Payment. Progressive payment will become due and payable by the concerned Engineer-in-Charge of DVC within fifteen (15) days from the date of receipt of Contractor's bill/invoice/debit note by the Employer, provided the documents submitted are complete in all respective payment etc.

### **3. Mode of Payment**

The payments shall be made direct to the Contractor by the Employer and no L/C shall be established by the Employer for such payments. Wherever technically feasible, such payments shall be made electronically only as per details of Bank Account indicated in the contract. In case of any changes to the bank account indicated in the contract, the contractor shall immediately inform the employer. The Contractor shall hold the employer harmless and employer shall not be liable for any direct, indirect or consequential loss or damage sustained by the bidder on account of any error in the information or change in Bank details provided to the employer in the prescribed form without information to employer duly acknowledged.

4. GST shall be reimbursed/ paid extra at actual as per prevailing rate limited to as quoted against submission of documentary evidence. The prevailing rate of GST shall be verified from relevant Govt. of India portal.

5. IT & other taxes, as applicable will be deducted from the bill as per rule

vi) **EPF & ESI:**

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EPF & ESI clauses shall be applicable as per Govt. rules.

However, the contractor has to obtain EPF & ESI clearance from DVC on quarterly basis. For obtaining EPF & ESI clearance for all the preceding three months, the contractor has to submit a letter to "The Sr. Manager/Divisional Incharge, GOMD-III, DVC, Jamshedpur" with the following documents as enclosure within 15th day of succeeding month.

- a. Attendance Sheet jointly signed by DVC & Contractor's representative on daily basis.
- b. EPF Combined Challan.
- c. EPF Remittance Slip.
- d. ESI Challan
- e. Wages Sheet / Muster rolls.
- f. Bank payment receipt of worker
- g. Compliance form (format will be provided by DVC)

vii) **SECURITY DEPOSIT-CUM-PERFORMANCE GUARANTEE:**

For procurement up-to Rs. 1 Cr, security deposit shall be recovered as Pro-rata deduction @ 3% from the RA bills and it will be released after Performance Guarantee period.

For any procurement above Rs. 1 Cr, Performance security shall be furnished in the form of e-BG/Insurance Surety Bond only.

viii) **AGREEMENT CLAUSE:**

Contract agreement shall be executed after receipt and verification of the requisite performance security. The said agreement will be duly signed by the authorised representative of DVC (TIA/ Signing authority as per DFP) and authorised signatory of Supplier/Contractor/ Service Provider/Consultant.

Within 7 days from the date of issue of LOA/PO/Work Order, DVC will send the draft agreement (wherever applicable) to the Supplier for finalization of the Contract Agreement in Non-judicial stamp paper for signature, incorporating all agreements between the parties for execution. The Supplier/Contractor/ Service Provider/Consultant should acknowledge and unconditionally accept and return the Contract Agreement in Non-judicial stamp paper within 14 days from the date of issue of LOA/PO/Work Order.

Non- execution of Contract Agreement by the Supplier/Contractor/Service Provider within 30 days from the date of issue of LOA/PO/Work Order due to the fault of the Supplier/Contractor/Service Provider, will constitute sufficient ground for forfeiture of its EMD (wherever applicable) and shall short close the Contract and re-tender and in this re-tender such defaulting Bidder will not be allowed to participate.

ix) **L.D CLAUSE:**

As per General Terms & Conditions of GeM.

If the Seller/Service Provider fails to deliver any or all of the Goods/Services within the original/re-fixed delivery period(s) specified in the contract, the Buyer will be entitled to deduct/recover the Liquidated Damages for the delay, unless covered under Force Majeure conditions aforesaid, @ 0.5% of the contract value of delayed quantity per week or part of the week of delayed period as pre-estimated damages not exceeding 10% of the contract value of delayed quantity without any controversy/dispute of any sort whatsoever.

x) **RISK AND PURCHASE CLAUSE:**

As per the provision of Vol-II: ITB under **Buyer Added Bid Specific ATC** of Bid Document.

xi) **QUALITY ASSURANCE PLAN:** As per GCC

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xii) **PRE-DISPATCH INSPECTION:** NA

xiii) **STATUTORY APPROVALS:**

Approval from any authority required as per statutory rules and regulations of Central/ State Governments shall be the Contractor's responsibility unless otherwise specified in this specification. No extra payment will be made to the Contractor on this account.

xiv) **SUB-LETTING & ASSIGNMENT:**

Subletting of the contract will be guided as detailed in the Clause No.-23 of DVC's General Conditions of Contract (GCC) & Debarment Policy of DVC.

xv) **CONSIGNEE/ ENGINEER-IN- CHARGE WITH ADDRESS:**

**Consignee for Annual Maintenance:** The Dy. General Manager (Commn.), DVC, Maithon Dam, Jharkhand, Pin-828207.

xvi) **PAYING AUTHORITY:**

The General Manager (Finance), Unified Finance Office, DVC, Maithon.

Bill / Invoice to be submitted by the supplier/Service provider to CONSIGNEE/ ENGINEER-IN- CHARGE along with all necessary documents (e.g. Copy of GST Invoice / Copy of Despatch Clearance if applicable/ Copy of receipted challan for materials if applicable, if any etc.).

DVC GST NO.:20AABCD0541M1Z5 for Jharkhand

xvii) **Price Break UP: Price break-up submitted by L-1 bidder shall be part of the contract.**

xviii) **BILL TRACKING SYSTEM:**

It has been advised to the bidders that all the bill/invoice related to P.O./W.O. must be processed through DVC Portal with following link <https://application.dvc.gov.in/Vendor/Detail> ed guidelines related to Vendor Registration & Processing of Bill for Vendor Bill Tracking are available in the DVC portal under PROCUREMENT. (under PROCEREMENT tab of DVC homepage <https://www.dvc.gov.in/>).

The Vendors on award of contract need to register themselves & submit their contract related bills online. After submission of the bill, a cover letter containing unique bill ID shall be generated which must be submitted to DVC along with other payment related documents in hardcopy.

xix) **GOVERNING LAWS:**

The Contract shall be governed by and interpreted in accordance with laws in force in India. The Courts of Kolkata shall have exclusive jurisdiction in all matters arising under the Contract.

xx) **SETTLEMENT OF DISPUTES AND ARBITRATION:**

As per Clause no. 20 of Additional terms & Conditions of contract of GCC.

xxi) **Bidders are requested to go through Bid document comprising following of documents before submission of offers in GeM Portal.**

- a) **GeM's Bid Document.**
- b) **Buyer Added Bid Specific Terms and Conditions.**
- c) **Buyer Added Bid Specific ATC.**
  1. **Vol-I:** Invitation for Bids (IFB),
  2. **Vol-II:** Instructions to Bidders (ITB)
  3. **Vol-III:** General Conditions of Contract (GCC) and Debarment Policy
  4. **Vol-IV:** Scope of Work, SCC, Technical Specification, Drawing, QAP (if applicable) and Other Terms & Conditions & etc.
  5. **Vol-V:** Bid Forms and Procedures (BFP)
- d) **GeM's General Terms and Conditions.**

**NOTE:**

1. **Buyer Added Bid Specific Terms and Conditions** as above and all other terms and conditions of **Vol-I: Invitation for Bids (IFB), Vol-II: Instructions to Bidders (ITB) & Vol-IV: Scope of Work, SCC, Technical Specification, Drawing , QAP (if applicable) and Other Terms & Conditions and Vol-V: Bid Forms and Procedures (BFP)** shall supplement/amend the corresponding clauses of DVC's General Conditions of Contract (GCC). Wherever there is any conflict, the provisions in Buyer Added Bid Specific Terms & Conditions and all other terms & conditions of **Vol-I: Invitation for Bids (IFB), Vol-II: Instructions to Bidders (ITB) , Vol-IV: Scope of Work, SCC, Technical Specification, Drawing , QAP (if applicable) and Other Terms & Conditions and Vol-V: Bid Forms and Procedures (BFP)** shall prevail over those in the DVC's GCC. **(copy of GCC attached in Buyer Added Bid Specific SLA below-click on the link to download the file)**
2. Other Terms & Conditions shall be covered as per the General terms & conditions (GTC) of GeM & General Conditions of Contract (GCC) of DVC which are not specifically mentioned in the Bid Document.
3. If there is any conflict between General terms & conditions (GTC) of GeM and the General Conditions of Contract (GCC) of DVC, then General Terms & Conditions (GTC) of GeM shall prevail over General Conditions of Contract (GCC) of DVC.

xxii) **Scope of Work is attached above** in "Vol-IV of Buyer Added Bid Specific ATC" Document.

xxiii) **Special Conditions of Contract is attached above** in "Vol-IV- Section-III of Buyer Added Bid Specific ATC" Document.

xxiv) **Submission of Documents:** List of documents to be submitted is given at Page no. 04 to 07 of "Vol-I" Invitation for Bids (IFB)- Qualifying Requirement related, Page no. 13 & 15 of "Vol-II" Instructions To Bidders (ITB)" & As per formats given in "Vol-V: Bid Forms and Procedures (BFP)" of Buyer Added Bid Specific ATC" Document.

**Please click on the below given link to open "Buyer Added Bid Specific ATC" Document.**

xxv) **Exemption in eligibility criteria for start-up vendors / MSE vendors will be guided by the Clause 3 (C) & (D) of QR of IFB (In detail -as per attached Buyer added bid specific ATC document below).**

**Few key points are given below:** The Start-up/MSE Vendor should have experience of having successfully executed atleast one similar work of any value in any legal entity in India during the last 07 (seven) years from the date of originally scheduled date of bid opening.

### 3. Buyer Added Bid Specific ATC

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

### 4. Generic

Buyer Organization specific Integrity Pact shall have to be complied by all bidders. Bidders shall have to upload scanned copy of signed integrity pact as per Buyer organizations policy along with bid. [Click here to view the file](#)

## अस्वीकरण/Disclaimer

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

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. Any ATC clause in contravention with GeM GTC Clause 4 (xiii)(h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
16. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
17. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

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

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

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

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

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

This Bid is governed by the [सामान्य नियम और शर्तें/General Terms and Conditions](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in सामान्य नियम और शर्तें/General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।/In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

**---धन्यवाद/Thank You---**