

बिड दस्तावेज़ / Bid Document

बिड विवरण / Bid Details	
बिड बंद होने की तारीख/समय / Bid End Date/Time	24-06-2026 17:00:00
बिड खुलने की तारीख/समय / Bid Opening Date/Time	24-06-2026 17:30:00
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 Railways
विभाग का नाम / Department Name	Indian Railways
संगठन का नाम / Organisation Name	South Central Railway
कार्यालय का नाम / Office Name	Principal Chief Material Manager Secunderabad
शिकायत निवारण के संपर्क विवरण / Contact details of Grievance redressal	kartikeya.gadakh@nic.in
कुल मात्रा / Total Quantity	15
वस्तु श्रेणी / Item Category	Portable Power Generators (Q3)
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), OEM Authorization Certificate *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?	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। / Number of days for which Bid would be auto-extended	3
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	1
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	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	Pre Dispatch
Name of the Empanelled Inspection Agency/ Authority	RITES
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईएमडी राशि/EMD Amount	38750

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).	30

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

(c).ईएमडी और संपादन जमानत राशि लाभार्थी के पक्ष में होनी चाहिए। / Earnest Money Deposit (EMD) shall also be accepted by the buyer in the form of a surety bond.

लाभार्थी /Beneficiary :

SrDFM/BZA

EPBG will be handed over to SrDMM/BZA, SC Rly.

(P V Rami Reddy)

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

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/सेवा प्रदाता को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% / Purchase Preference to MSE OEMs/ Service Provider available upto price within L1+X%	15
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माता/सेवा प्रदाता को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Percentage of Bid quantity/amount for MSE OEMs/ Service Provider Purchase preference	25

1. 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 and its subsequent Orders/Notifications issued by concerned Ministry .Benefits of MSE will be allowed only if seller/service provider is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

2. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs having valid Udyam Certificate 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. In respect of bid for Services, the bidder must be the Service provider of the offered Service. 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. 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 in case of product bids, whereas in case of services the eligibility is automatically validated. 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.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.

3. 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.

Portable Power Generators (15 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)

तकनीकी विशिष्टियाँ /Technical Specifications

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

विवरण/Specification	विशिष्टि का नाम /Specification Name	बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values)
RATED OUTPUT / STARTING & RUNNING	Portable Generator type	Diesel start, diesel run
	Rated Output at unity power factor at STP (VA)	2800
	Starting Type	Electric Self start
	Rated output Voltage	230 V AC
WARRANTY	Warranty (year)	2, 3 Or higher (year)

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	Dinesh Reddy Chapparapu	520001,OFFICE OF SENIOR DIVISIONAL ELECTRICAL ENGINEER (TRD) , DRM OFFICE COMPOUND,VIJAYAWADA DIVISION	15	90

Special terms and conditions-Version:1 effective from 04-05-2020 for category Portable Power

Generators

1. In addition to General Terms and Conditions of the GeM following Special T&C shall be applicable for Portable Generator / Generating Set:
 1. Portable AC Generating Set shall comprise of air cooled / liquid cooled 4 stroke single cylinder engine and alternator.
 2. The Portable Generating Set shall comply temp. rise limits given in IS:4722 / IS:13364 with latest amendments.
 3. The Portable Generating Set shall be fitted with fuel tank of a capacity to give continuous operation for minimum 5 hours at rated full load and fuel should not spill out of the lid of the tank due to the vibration.
 4. The Portable Generating Set should have low lubricating oil alert system.
 5. Electric start Generating Sets, where applicable, shall have maintenance free battery and battery Charger with suitable starter. Battery ratings and motor starters shall be compatible with the respective engines of Electric start Generating Sets.
 6. Conformity of Production (COP) and Type Approval Certificate (TAC) declaring make and model of engine/Portable Generator Sets, shall be provided to the user on demand.
 7. Portable Generator Sets of type petrol / kerosen run shall meet the requirements of Environmental Protection Rules 1986 vide notification No. GSR 742 (E) dt. 17.05.2002 and Sl. No. 91 dt. 25.09.2000 and all amendments up to date and amendment vide GSR No. 628 (E) dt. 30.08.2001 in respect of noise level norms and provision of Environment protection Rule 1999 for emission standard for Generator set as per Rule 88 (B) effective from 01.06.2001 vide notification No. GSR 682 (E) dt. 05.10.1999 and GSR 535 (E) dt. 07.08.2013 along with all amendments up to date issued by Min. of Environment & Forest, Govt. of India. CPCB Certificate also be provided to the user on demand.
 8. Portable Gen. Sets run by diesel shall meet the requirement of Environmental Protection Rule 1986 as laid down by Min. of Environment & Forest read with GSR 371 (E)dated 17.05.2002 , GSR 520 (E) dated 01.07.2003 , No.448 (E)dated 12.07.2004 , GSR 771 (E) dated 11.12.2013 & GSR 232 (E) Dated 31.03.2014 along with all amendments upto date in respect of noise and emission norms. Portable Generator Set shall also meet all other statutory requirements as notified by Govt.time to time. CPCB Certificate also be provided to the user on demand.

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

1. Scope of Supply

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

2. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

1	<p>TENDER ELIGIBILITY CRITERIA:</p> <p>[a] The bidder with past performance of satisfactory execution of contracts to SC Railway/Other Zonal Railways/PUs/Central Govt/State Govt/PSUs for supply of the same / similar items for a quantity of 20 percent or more of tendered quantity against a single contract during last three years prior to, and excluding tender opening date shall be considered as responsive to SC Railways requirements for placement of bulk and regular order. bidders are requested to submit the past performance reports such as Copies of R Notes/CRAC/Proof of acceptance of material by consignee etc. along with their offer; failing which offer will be summarily rejected without making any back reference.</p> <p>SIMILAR ITEM: single phase diesel generator set</p> <p>[b] In case, the bidder participates as an authorized dealer, then the performance as required above shall be that of Principal (OEM) authorizing the agent or bidder for the same OEM. It may so happen that the agent/dealer has credentials of past supply for a different Principal/OEM, then it will not be considered as performance. For Authorised dealers, tender specific authorization from OEM has to be uploaded with bid.</p>
2	<p>Clause wise compliance of the tendered specifications attached must be submitted along with the bid duly signed by the bidders. Failure to do so will result in summary rejection of the offer.</p>
3	<p>Minor deviations from tendered specifications shall be acceptable subject to such deviations does not adversely affect the performance of the machine in intended use.</p>
4	<p>Payment Terms:</p> <p>The standard payment terms subject to recoveries, if any, under the liquidated damages clause and general condition of contract will be as under:-</p> <p>100% payment will be made after receipt, installation/commissioning and acceptance of the material by the consignee.</p> <p>Note: Bill passing officer to ensure the validity of PBG/WSD to cover warranty obligations as per contract before passing final bill.</p>
5	<p>Other conditions:</p>

6	<p>Penalty Clause:</p> <ol style="list-style-type: none"> 1. 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 (or as specified in other terms in contract). 2. If the Seller fails to complete service / rectification within the 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 shall be charged as penalty or recover all such penalty amount from the Warranty Performance Security (WPBG) for each week of delay from the seller. 3. Cumulative Penalty cannot exceed more than 5% 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 WPBG. Seller shall be liable to reimburse the cost of such service / get the service / rectification done from alternate sources at the risk and cost of the Seller besides forfeiture of WPBG. Seller shall be liable to reimburse the cost of such service / rectification to the Buyer. 4. Bad performance in supply/warranty obligations etc. in this contract shall be recorded and duly taken into consideration while taking decision in future tenders issued from Indian Railways. Bad performance shall include, but not limited to, failure to honour timelines/ conditions specified in contract, PO cancellation on suppliers account, repeated DP extension, poor warranty/AMC support etc.
7	<p>Consignee Details (For delivery and payment matters):</p> <p>Name: SK. GOSUL HAQ</p> <p>Delivery details: SSE/TRD/CENTRAL STORES, NEAR KRISHNA CANAL JUNCTION STATION, TADEPALLI, GUNTUR DISTRICT, ANDHRA PRADESH.</p> <p>Ph no. 9704992481</p>

Special Conditions:

1	<p>The bidders must submit a certificate stating that all their statements/documents submitted along with the bid are true and factual. The standard format of certificate to be submitted by the bidder is enclosed as Annexure-1 (see ATC doc). Non-submission of above certificate (completely filled, signed and stamped in given proforma) by the bidder shall result in summary rejection of his/ their bid.</p>
2	<p>Bidder should upload attached specification document in ATC duly signed, stamped and complied in all respects along with the bid. Else, offer shall be summarily rejected.</p>
3	<p>No deviation from the stipulated inspection clause shall be permitted. The inspection shall strictly be carried out by the designated inspection agency as per the prescribed norms.</p>

4	<p>Warranty :</p> <p>Unless otherwise specified in the bid document, attached specifications/terms/scope of supply etc., warranty shall be as per IRS condition of contract. Warranty period of the supplied products 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 the contractor at the time of delivery of Goods.</p>
5	<p>EMD : Offers submitted without applicable EMD shall be summarily rejected. Railways have the Right to forfeit the Earnest Money Deposit if the bidder withdraws or revises his offer within the offer validity period.</p>
6	<p>PBG :</p> <ol style="list-style-type: none"> 1. PBG from successful bidder should be received in purchase office within 21 days from the date of communication of acceptance of offer with respect to the purchaser. PBG may be submitted in the form of FDR/DD/BG etc. 2. If the successful bidder does not deposit the PBG amount within stipulated time, then EMD shall be forfeited and case will be dealt with as that of withdrawal of offer by the bidder as per extant instructions. 3. PBG should remain valid for a minimum period of 6 months, beyond the date of completion of all contractual obligations including warranty period. 4. If PBG is submitted in the form of Bank Guarantee (BG) then it may be ensured that claim period must exceed the BG validity period by atleast 6 months. 5. PBG shall be returned/refunded only after completion of warranty period as specified in contract.
7	<p>It may be ensured that, the BGs/ DDs / FDRs /Guarantee Bonds towards EMD/PBG/Performance Guarantee/Warranty Security etc are to be submitted in favour of SrDFM / BZA only.</p> <p>Address for submission : SrDMM Office, DRM Compound, Vijayawada - 520001</p>
8	<p>Bidders may note that Delivery period shall be negotiable, but material is required urgently. However, quoting unreasonably long delivery period compared to the tendered delivery schedule may result in disqualification of the offer.</p>
9	<p>General Damages: Wherever PBG has been exempted for any reason and the supplier fails to supply goods as per conditions of the contract, as amended from time to time, Purchaser shall have the right to cancel the Purchase Order with General Damages @ 5 % of the contract value, not by way of penalty. These damages shall be treated as recoveries outstanding against the vendor and dealt with accordingly.</p>

1 0	<p>For bidders claiming EMD exemption, following undertaking is deemed to be submitted along with their bid:</p> <p>"I/we certify that my/our offer is eligible for exemption from submission of bid security/ Earnest Money Deposit, in terms of the tender conditions.</p> <p>In case my/our claim to exemption from submission of bid security/ Earnest Money Deposit is not found valid as per terms of the tender, I/we understand and accept that Railways has unquestionable right to summarily reject my bid and my offer shall not be considered for ordering. Further, I/ we hereby understand and accept that if I/ we withdraw or modify my/ our bids during the period of validity, or if I/ we are awarded the contract and on being called upon to submit the performance security/ Security Deposit, fail to submit the performance security/ Security Deposit before the deadline defined in the request for bid document/Notice Inviting Tender, I/ we shall be debarred from exemption of submitting Bid Security/Earnest Money Deposit and performance security/Security Deposit for a period of 6 (six) months, from the date I/ we are declared disqualified from exemption from submission of EMD/PBG, for all tenders for procurement of goods issued by any unit of Indian Railway Published during this Period"</p>
1 1	Contractor has to submit the bills with B2B forms along with annual turnover certificate.

3. 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---