

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	07-04-2025 12:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	07-04-2025 12:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	90 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Power
Department Name/विभाग का नाम	Contracts And Materials
Organisation Name/संगठन का नाम	Damodar Valley Corporation
Office Name/कार्यालय का नाम	Damodar Valley Corporation
क्रैता ईमेल/Buyer Email	ritesh.mandal@dvc.gov.in
Item Category/मद केटेगरी	Custom Bid for Services - Collection, transportation and disposal of Bio Medical waste from Panchet Hill Hospital DVC Panchet for 02(two) years
Similar Category/समान श्रेणी	<ul style="list-style-type: none"> Collection & Disposal Waste Management Service
Contract Period/अनुबंध अवधि	2 Year(s)
MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट	No
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Do you want to show documents uploaded by bidders to all bidders participated in bid?/	No
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No
Type of Bid/बिड का प्रकार	Two Packet Bid

Bid Details/बिड विवरण	
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	7 Days
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation
Arbitration Clause	No
Mediation Clause	No

EMD Detail/ईएमडी विवरण

Required/आवश्यकता	No
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ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	Bank of India
ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)	3.00
Duration of ePBG required (Months) / ईपीबीजी की अपेक्षित अवधि (महीने).	26

(a). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

Beneficiary/लाभार्थी :

SENEIOR ADDL CHIEF ACCOUNTS OFFICES
Damodar Valley Corporation, Maithon, (under Ministry of Power)
(Seneior Addl Chief Account Offices)

MII Compliance/एमआईआई अनुपालन

MII Compliance/एमआईआई अनुपालन	Yes
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MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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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.

Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा

Scope of Work:[1742907706.pdf](#)

Payment Terms:[1742907709.pdf](#)

GEM Availability Report (GAR):[1742907719.pdf](#)

Undertaking of Competent Authority is mandatory to create Custom Bid for Services. Please download standard format document and upload:[1742971945.pdf](#)

Custom Bid For Services - Collection, Transportation And Disposal Of Bio Medical Waste From Panchet Hill Hospital DVC Panchet For 02(two) Years (1)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values
Core	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	Collection, transportation and disposal of Bio Medical waste from Panchet Hill Hospital DVC Panchet for 02(two) years
Regulatory/ Statutory Compliance of Service	YES
Compliance of Service to SOW, STC, SLA etc	YES
Addon(s)/एडऑन	

Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	The quantity of procurement "1" indicates Project based or Lumpsum based hiring.	Additional Requirement/अतिरिक्त आवश्यकता
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S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	The quantity of procurement "1" indicates Project based or Lumpsum based hiring.	Additional Requirement/अतिरिक्त आवश्यकता
1	Tanmay Bain	828206,Office of the Chief Engineer & Project Head, Damodar Valley Corporation, Panchet Dam, District- Dhanbad- 828206	1	N/A

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

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. 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

Senior Addl Chief Accounts Officer, Maithon, DVC
payable at
Maithon

. 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.

3. Forms of EMD and PBG

Successful Bidder can submit the Performance Security in the form of Payment online through RTGS / internet banking also (besides PBG which is allowed as per GeM GTC). On-line payment shall be in Beneficiary name

"DVC A/CS OFF ELECT"

Account No.

DVC's A/C No: 1494050010002

IFSC Code

RTGS (IFSC) Code: PUNB0149420 (0 stands for Zero);

Bank Name

Name of Banker: PUNJAB NATIONAL BANK

Branch address

DVC CAMPUS, MAITHAN DAM Branch , MAITHAN DAM-828207, Dist-Dhanbad, JHARKHAND

. Successful Bidder to indicate Contract number and name of Seller entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer in place of PBG within 15 days of award of contract.

4. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

sa **Name of the Service: "Collection, transportation and disposal of Bio Medical waste from Panchet Hill Hospital DVC Panchet" for 2(two) years.**

A) Damodar Valley Corporation (DVC) invites Electronic tender (Single Stage-Two Envelope) bid from **M/s. BIO-GENETIC LABORATORIES PVT.LTD, LG-23 URMILA TOWER BANK MORE DHANBAD-826001, DHANBAD, Pin- 826001** is only eligible for participating in this tender) in only e-Tendering mode .

B) Scope of Work/Service:

1. The collection of the hospital wastes should be done for the whole period of contract year at Panchet Hill Hospital for collection, transportation and disposal of biomedical wastes. Total Bed at Panchet Hill Hospital is 34 Nos.
2. Requisite treatment of Bio-medical wastes will be handled in a humanly and environmentally safe manner through Common Bio-medical Wastes Treatment facility (CBWTF) as per Bio-medial Waste (Management & Handling) Rules 1998 and subsequent amendments .
3. You will be responsible if any complication arises during collection, transportation and disposal of bio medical wastes.
4. Alternative arrangement should be made for disposal of bio-medical wastes in case of breakdown of incineration as per guideline of B.M.W (M&H) Rule, 1998
5. Rate contract based on Collection, Transportation and Disposal of Bio-Medical Wastes from the Panchet Hill Hospital, DVC, Panchet, Jharkhand Ꝁ 828206. The firm must ensure Requisites treatment of waste through common Bio-medical waste treatment facility (CBWTF) and comply with Bio- Medical waste (Management & Handling) rules 1998 and subsequent amendments.
6. The Vehicle used for transportation should have closed containers so that there is no scope of spread of smell , infection or pollution during transportation .
7. Special tools and tackles required for the job will have to be arranged by the firm at their own cost. Safety of personnel to be engaged in the job will be responsibility of the firm and DVC will not be Responsible for any type of compensation to them. Further DVC will not be liable to pay for injury or any casualty of workmen of the firm, working at Panchet Hill Hospital site.
8. In case, if offered number of visits are not made, the firm will have to refund the proportionate amount of the contract value. This is however exempted from that due to the effects like was, riot, strike / band, military or unlawful occupations and natural calamities .
9. Any loss / damage due to negligence of your workmen while doing the subject noted work shall be attended/ supplied on firm's own cost and DVC will not be responsible, whatsoever in the case.
10. They will supply consumable items like HDPE bags, PP containers etc., on payment basis.
11. They should renew statutory license/authorizations from JSPCB and comply with every applicable rule as per BMW Rules 2016 and amendments.

Bill of Quantity (BOQ) /BOM

Sl. No.	Description of materials/Task	Unit	Frequency
1	Collection, Transportation and Disposal of Bio medical Waste.	Month	24

- C) **Instruction to Bidder: - As per Vol-VI of “Buyer added Bid Specific ATC documents”**
File attached in below link.

D) Buyer Added Bid Specific Terms & conditions

1. PRICE BASIS:

The Contract Price shall be FIRM & FIXED during the entire execution of the Contract and shall not be subject to any variation except on account of Statutory Variation on direct transaction between the Employer (DVC) & the Contractor

2. 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.
- (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 Freight, GST & all other taxes, duties, levies, royalty, cess, fees etc.**
- (a) 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.
- (b) Any changes in rate of GST and any new taxes, duties, levies, cess, etc. as imposed by statutory bodies after the last date of bid submission on the direct transactions between DVC and the Manufacturers/ Contractors/Service Providers /Suppliers will also be to the account of DVC as per rate ruling.
- (c) GST shall be reimbursed/ paid 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.

3. MODE OF SUPPLY & DELIVERY PERIOD: NA

4. TRANSIT INSURANCE: NA

5. TERMS OF PAYMENT

The terms of payment shall be as follows:

95% of Contract Price for Works/Service Contract against RA bills with full GST (i.e GST on total RA Bill) at actual, subject to the limit as quoted for such item after statutory deduction as applicable subject to satisfactory completion of the jobs duly certified by the Engineer-In-Charge.

Remaining 5% of each running bill as retention amount at actual, subject to the limit as quoted for such item, after completion of the contract..

Note:

- a) The invoice /bill in triplicate, is to be raised in the name of the consignee/Engineer in Charge and submitted to consignee with copies of receipted challan, guarantee certificate, acceptance of SDPG. etc for initiating payment action.
- b) The payment will be made through RTGS/ NEFT only within 15 working days from the date of completion of works either in part/full or from date of receipt of bills whichever is later. The agency has to submit bills in triplicate duly pre - receipted in original.
- c) 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.
- d) IT & other taxes, as applicable will be deducted from the bill as per rule
- e) No payment will be released before execution of agreement.

6. SECURITY DEPOSIT-CUM-PERFORMANCE GUARANTEE:

Within Fourteen (14) days from the date of issuance of Letter of Award (LOA)/ Work Order (WO)/Purchase Order (PO), the successful Bidder (s) shall furnish performance security for

satisfactory execution of the order for an amount equivalent to 03 % of the Letter of Award (LOA)/ Work Order (WO)/Purchase Order value in the form of Insurance Surety Bonds, account payee demand draft, fixed deposit receipt from a commercial bank, bank guarantee issued/ confirmed from any of the commercial bank in India or online payment in an acceptable form, safeguarding DVC's interest in all respects.

A) In case of Performance Security in form of Bank Guarantee, the bidder may furnish an Unconditional Bank Guarantee as per GeM format from any Nationalised / Scheduled Bank and it should remain valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations of the contractor, including Defect Liability Period (DLP)/ warranty period, as applicable.

However, in case of delay in completion, the validity & claim of this Bank Guarantee shall be extended by the period of such delay. During extension of the SDBG, the bidder may extend the original Bank Guarantee or may furnish new SDBG without considering the projects which have been completed and Guarantee/Warranty period along with claim period is also over.

The Bank Guarantee/ BG Extension shall be issued on the SFMS (Structured Financial Messaging System) mode by Issuing Bank to the advising banks (Details of advising banks including IFS Code is given below):

For Maithon-

Bank Name: BANK OF INDIA

Branch Name: Maithon Branch,

Account No.: "477721110000001"

IFSC Code: BKID0004777 ('0' Stands for zero).

OR

(B) In case of Performance Security in form of Demand Draft, The bidder may submit Account Payee Demand Draft in favour of **"SENIOR ADDL CHIEF ACCOUNT OFFICER, Maithon, DVC"**, payable at "Maithon" from any Nationalized / Scheduled Commercial Bank and must be submitted in advance i.e. within 14 days of issuance of order.

OR

(C) In case of Performance Security in form of Net Banking transfer/ Online payment, The bidder may submit performance security Online to below mentioned DVC's Bank Account detail within 14 days of issuance of order. please submit payment receipt of Net Banking transfer/ Online payment.

Damodar Valley corporation -Maithon Account as mentioned below:

1. DVC's A/C Title- Beneficiary Name: "DVC A/CS OFF ELECT"
2. DVC's A/C No: 1494050010002
3. RTGS (IFSC) Code: PUNB0149420 (0 stands for Zero);
4. Name of Banker: PUNJAB NATIONAL BANK
5. Branch: DVC CAMPUS, MAITHAN DAM Branch
6. Address of Branch: MAITHAN DAM-828207, Dist-Dhanbad, JHARKHAND

If the Contractor fails to submit the performance security within 30 days of the date of issuance of LOA/PO/Work Order, DVC without prejudice to any other rights or remedies it may possess under the Contract, may forfeit the bid security (wherever applicable) and shall short close the Contract and retender and in this re-tender such defaulting Bidder will not be allowed to participate.

Other terms & condition SECURITY DEPOSIT-CUM-PERFORMANCE GUARANTEE as notwithstanding in tender document shall be as per DVC's GENERAL CONDITIONS OF CONTRACT (GCC) and Debarment Policy of this Bidding Documents.

Note: Please follow the instructions given in FORM NO. 9- of ATC document: BANK GUARANTEE VERIFICATION CHECKLIST& INSTRUCTION FOR FURNISHING BANK GUARANTEE

7. AGREEMENT:

Contracts shall be executed as per format attached in Bid Forms & Procedures (BFP) after receipt and verification of the requisite performance security (wherever applicable). The said agreement will be duly signed by the authorised representative of DVC 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 agreement to the Supplier/Contractor/ Service Provider/Consultant for signature, incorporating all agreements between the parties for execution.

The Supplier/Contractor/ Service Provider/Consultant should acknowledge and unconditionally accept, sign, date and return the agreement within 14 days from the date of issue of LOA/PO/Work Order. If both parties simultaneously sign the contract across the table, further acknowledgment from the supplier is not required.

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 retender and in this re-tender such defaulting Bidder will not be allowed to participate.

8. TOTAL COMPLETION PERIOD/ CONTRACT PERIOD:

The validity of the contract for the entire work under Supply Order (s) / Work Order (s) as per scope of work with BOQ shall be **Two Years** (730 days) from the date of commencement of the work.

“Date of commencement of work” shall mean the date on which the Agreement duly signed by the authorised representative of DVC (i.e Indenting Dept.) and authorised signatory of Supplier/ Contractor/ Service Provider/Consultant.

9. Liquidated Damage 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.

10. RISK AND PURCHASE CLAUSE:

As per the provision of ITB under Buyer Added Bid Specific ATC of Bid Document.

11. QUALITY ASSURANCE PLAN: As per GCC.

12. GUARANTEE / WARRANTY/DEFECT LIABILITY PERIOD:

Not Applicable

13. Inspection:

Inspection will be done by DEPUTY CHIEF MEDICAL OFFICER, **Panchet Hill Hospital DVC Panchet** or his authorized representative.

14. SUB-LETTING & ASSIGNMENT:

The party shall not be allowed to sublet the work as a part or as a whole to any other party. In requirement of work the party may sublet some work if permitted by DVC authority. 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.

15. CONSIGNEE/ Officer -in-Charge with Address/ Bill Passing Authority:

Dy. Chief Medical Officer/Medical Officer In Charge, Panchet Hill Hospital DVC, Panchet

16. PAYING AUTHORITY:

Sr. Manager (Finance), Unified Accounts Office, DVC, Maithon, Dhanbad, Jharkhand, PIN-828207

DVC GST NO.:20AABCD0541M1Z5 for Jharkhand & 19AABCD0541M1Z0 for West Bengal.

17. PENALTY CLAUSE:

Not applicable.

18. TERMINATION:

As Per the Clause of the clause no. 24 of Optional terms & condition of Contract of GCC.

19. FORCE MAJEURE:

As Per the Clause No. 16 of GCC.

20. 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/Detailed> 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.

21. EPF & ESI PROVISION: Compliance of EPF and ESI shall be applicable as per statutory rules.**22. Price Break UP:** Final Price break-up submitted by bidder shall be part of the contract.**23. 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.

24. SETTLEMENT OF DISPUTES AND ARBITRATION:

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

25. 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 document .
 - i) Invitation for Bids (IFB) -BOQ & SOW & Technical Specification
 - ii) TECHNO-COMMERCIAL Terms & Conditions of Contract
 - iii) General Conditions of Contract (GCC) and Debarment Policy
 - iv) Instruction to Bidder (ITB)
 - 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 **"Buyer Added Bid Specific ATC document"** 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 GeM bid document shall prevail over those in the DVC's GCC. (copy of DVC's 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 the General Conditions of Contract (GCC) of DVC and General terms & conditions (GTC) of GeM then General Terms & Conditions (GTC) of GeM shall prevail over General Conditions of Contract (GCC) of DVC

26. Submission of Documents: As per formats given in "Vol-VII - Check List (FOR SUBMISSION/UPLOADING OF DOCUMENTS) & Vol-VIII: 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. (please go through it).

5. Buyer Added Bid Specific ATC

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

6. Buyer Added Bid Specific SLA

File Attachment [Click here to view the file.](#)

Disclaimer/अस्वीकरण

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.

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 are mandated to ensure compliance with all the applicable laws / acts / rules including but not limited to all Labour Laws 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. Any non-compliance will be treated as breach of contract and Buyer may take suitable actions as per GeM Contract.

This Bid is governed by the [General Terms and Conditions/सामान्य नियम और शर्तें](#), 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 General Terms and Conditions/सामान्य नियम और शर्तें is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

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./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।

---Thank You/धन्यवाद---