

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	29-05-2025 10:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	29-05-2025 10:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	180 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Defence
Department Name/विभाग का नाम	Department Of Military Affairs
Organisation Name/संगठन का नाम	Indian Navy
Office Name/कार्यालय का नाम	*****
क्रेता ईमेल/Buyer Email	yashwant.singh77@navy.gov.in
Item Category/मद केटेगरी	Cleaning, Sanitation and Disinfection Service - Outcome Based - Industrial; Deep Cleaning; Outdoor
Contract Period/अनुबंध अवधि	1 Year(s)
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	24 Lakh (s)
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	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	Experience Criteria,Bidder Turnover,Certificate (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	Yes

Bid Details/बिड विवरण	
RA Qualification Rule	50% Lowest Priced Technically Qualified Bidders
Type of Bid/बिड का प्रकार	Two Packet Bid
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 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	State Bank of India
ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)	3.00
Duration of ePBG required (Months) / ईपीबीजी की अपेक्षित अवधि (महीने).	14

(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 :

Material Superintendent
Material Organisation, Visakhapatnam, Department of Military Affairs, Indian Navy, Ministry of Defence
(Material Superintendent)

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. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the

- date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
2. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.
3. 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.
4. 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.
5. Short Duration Bid has been published by the Buyer with the approval of the Competent authority due to Emergency procurement of critical products/services.
6. Reverse Auction would be conducted amongst first 50% of the technically qualified bidders arranged in the order of prices from lowest to highest. Number of sellers eligible for participating in RA would be rounded off to next higher integer value if number of technically qualified bidders is odd (e.g. if 7 bids are technically qualified, then RA will be conducted amongst L-1 to L-4). In case number of technically qualified bidders are 2 or 3, RA will be between all without any elimination. If Buyer has chosen to split the bid amongst N sellers, then minimum N sellers would be taken to RA round. In case Primary products of only one OEM are left in contention for participation in RA based on lowest 50% bidders qualifying for RA, the number of sellers qualifying for RA would be increased to get at least products of one more OEM (directly participated or through its reseller) if available. Further, if bid(s) of any seller(s) eligible for MSE preference is / are coming within price band of 15% of Non MSE L-1 or if bid of any seller(s) eligible for Make in India preference is / are coming within price band of 20% of non MII L-1, then such MSE / Make in India seller shall also be allowed to participate in the RA process.

Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा

Scope of Work for the Service:[1747461650.pdf](#)

Cleaning, Sanitation And Disinfection Service - Outcome Based - Industrial; Deep Cleaning; Outdoor (8400)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values
Core	
Type of Space	Industrial
Nature of Service	Deep Cleaning
Type of Area	Outdoor
Area Inclusions	Drain
Floor Type	Not Applicable
Type of Cycle	Daily

Specification	Values
Addon(s)/एडऑन	
Consumables to be provided by Service Provider	Yes
High End Machinery & Equipment to be provided by Service Provider	Yes

Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Area in Sq. Metre	Additional Requirement/अतिरिक्त आवश्यकता
1	*****	*****VISHAKHAPATNAM CITY	8400	<ul style="list-style-type: none"> Frequency in each cycle : 2 Number of working days in a month : 24 Number of cycles during Contract Period : 288

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. Generic

Bidder financial standing: The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

3. Generic

Registration / Empanelment Requirement: Contract shall be awarded to only such sellers , who are registered / empanelled / approved / enlisted with

MSME/NSIC/DEFENCE ORGANISATION FOR CLEANING AND DE-SILTING OF CANAL for the required goods / service category on the date of bid opening. Prospective bidders (if not already registered), are advised to get themselves registered with the said registration authority before bid opening date. (It is certified that the registration is granted by the registering agency as per Rule 150 of GFR following a fair, transparent and reasonable procedure.)

4. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

(1) Past Experience. The participating firm are to have past experience in Cleaning and De-silting of Canal in defence, ONGC, GVMC, Irrigation Depts. The copy of work order and job completion certificate to be provided in tender document as part of proof. Firms without past experience will be technically disqualified.

(2) Site Survey. Firm should undergo the site survey at Material Organisation to understand the scale and scope of work as the work is of specific nature and should upload the acknowledgement certificate given by the officer during the site survey. Site Survey will be conducted on 27 May 25 at 0930 hrs at Budget Office, New Site, MO(V), Visakhapatnam, (All Representatives attending Site Survey are directed to carry respective firm's Identity Card).

(3) Performance Guarantee. The Bidder will be required to furnish a performance guarantee certificate by way of Bank Guarantee/ FDR through Public or Private Sector banks authorised to conduct government business of a total sum of 5% of the contract value.

(4) Paying Authority. No advance payment will be done, payment will be made post completion of supply/ work through CDA(N), Vizag.

(5) Specifications. The specifications clause will form part of the contract placed on the successful bidder. The seller guarantees to meet the specifications as per the scope of work and to incorporate the modifications to the existing design configuration to meet the specific requirement of the buyer. The firms are to provide compliance to each parameter as per scope of work failing which firms will be technically disqualified.

(6) Transportation. No transportation charges/ separate transport will be provided to the seller. The seller is required to supply the items to the designated location at his own arrangements.

(7) Quality. The quality of the stores/ services delivered according to the present contract shall correspond to the technical conditions and standards valid for the deliveries of the same stores in the seller's country or specifications enumerated as per the scope of work and shall also include their in modifications to the stores suggested by the buyer, the seller shall confirm that the stores under this contract are new.

(8) Inspection Authority. The inspection authority will be departmental officer/ officer in charge the mode of inspection will be user inspection.

(9) The conditional quotes will be outrightly will be rejected, part supply/ part work quotes will not be acceptable.

(10) Firms are to bid for the entire scope of work and should fill the certificate attached in the specification document in the bid and upload along with the other bid documents for technical evaluation. Firms falling to do so are liable for rejection.

(11) Firms not replying to queries based on technical bids within the specified time will be rejected.

(12) The firm should have annual turnover of the bid estimated value in the last three financial years and a certificate to be enclosed duly verified by chartered accountant.

(13) Buyer reserves all the rights to cancel the bid at any time without specifying the reasons.

(14) Bid Security Declaration. Bidders to sign a Bid securing declaration on firm's letter head accepting that if they withdraw or modify their bids during the period of validity or if they are awarded the contract and they fail to sign the contract or to submit a performance security before the deadline defined in the request for bids document they will be suspended for the period of one year (time specified in the request for bids document) from being eligible to submit bids for contracts with entity that invited the bids. The bid declaration as per format be submitted along with other technical documents.

(15) In the matter of any dispute the decision of the buyer of the organisation will be the final.

(16) Submission of execution plan to carry out the contract and escalation matrix document for service support are to be submitted as per format uploaded in the bid along with the other technical documents.

(17) Non Disclosure Declaration Certificate. Non Disclosure declaration certificate are to be submitted as per the format uploaded in the bid along with other documents.

(18) The contract awarded firm (L1 firm) must submit PBG of the contract within 30 days post award of the contract.

(19) Poor Performance. The firm must have successfully completed the work/

services. Any complaint of poor performance from user department against the firm, if noted, the firm will be technically disqualified.

(20) Acts applicable to Contractors. The contractor shall remain liable for the payment of all wages and other moneys/ allowances to his work-people or labourers or employees under the Payment of Wages Act, 1936, Minimum Wages Act, 1948, Employer's Liability Act, 1938, Workmen's Compensation Act, 1923, or any other Act or enactments relating thereto and rules framed thereunder from time to time. The contractor shall also comply with The Factories Act, 1948, The Inter-state Migrant Workmen (Regulation of Employment and Conditions of Service) Act, 1979, Contract Labour (Regulation and Abolition) Act, 1970, The Industrial Disputes Act, 1947, Employees' Provident Funds and Miscellaneous Provisions Act, 1952, The Maternity Benefits Act, 1961, Employees' State Insurance Act, 1947, The Payment of Gratuity Act, 1972, The Payment of Bonus Act, 1965 and The Child Labour (Prohibition and Regulation) Act, 1986 as amended from time to time.

(21) Safety Equipment. The contractor shall arrange for necessary safety equipment, including Personal Protective Equipment (PPEs) but not limited to protective clothing, helmets, goggles or other garments or equipment designed to protect the wearer's body from injury or infection, including raincoat or Mackintosh. He shall also ensure judicious use of the same by his employees and such arrangement will be made at his own end and cost, with no additional liability to the cost arising therefrom to the Government/ Indian Navy. Provided further that in case of failure to arrange or ensure judicious use of the safety equipment, the contractor should be liable to pay a penalty of Rs. 50 for each default deposited to the Government of India vide Military Receivable Order (MRO) within 04 working days of notifying the default.

(22) Medical Treatment. The contractor shall conform generally to the sanitary requirements of the Local Medical and Health Authorities. In the event of any injury (major and minor) sustained by his employees in the premises of this establishment during execution of work/ course of duty; the contractor shall ensure shifting of employees to the nearest civil hospitals and further treatment to the injured at his own end and cost, with no liability to the cost arising therefrom to the Government/ Indian Navy. First Aid will be provided by this establishment, as feasible.

(23) Reporting of Accidents/ Incidents. In the event of accident/ incident involving any employee of the contractor, within the premises of this establishment, the same should be intimated to the Contract Operating Authority by the contractor through the Fastest Available Means (FAM).

(24) Security Provisions. The contractor and his employees shall adhere to all local security orders issued by competent authority, from time to time. In addition, the contractor and his employees shall be subject to the Official Secrets Act 1923, as amended from time to time.

(25) Wages and Allowances. Contractor is required to pay salaries/ wages to his employees working in this establishment at the location first ie on their own and then claim payment from the buyer along with all statutory documents like remittance of PF subscription, copy of wages slip, along-with a copy of the bank statement remitting wages/ salaries to respective bank account of the employees. Wages paid shall be in accordance with wage conditions promulgated by Govt of India/ Ministry of Labour and Employment, such that, the minimum wages and related allowances shall be paid as is disseminated by Central Govt/ State Govt/ Local Self Government, whichever being higher. The responsibility of factoring the same rests with the bidder/ contractor exclusively and will be enforceable during currency of the contract, subject to periodic revision in such promulgated minimum wages. Payments are to be done not later than first week of the following month, for the previous month. Notwithstanding anything to the contrary, the liability of the Government/ Indian Navy will be restricted to the financial implication of the contract and no additional liability will be incurred for the same towards the contract being operated.

(26) Non Adherence to the Payment terms. In case, the contractor fails to make payment of wages and allowance to the contractual employees in time as per terms and conditions of the contract, the buyer will have the right to revoke PBG and process the payment through the employees in addition to cancel the contract. Firms not fulfilling contractual obligation, despite warning letter will be technically disqualified from other tenders due to poor response.

(27) Levy of Additional Charges. Any additional charges levied (including but not limited to placement charges, administrative charges, bonus clearing charges, stationery charges, uniform charges, employee hiring charges, employee retention charges, managerial charges or any charges/ fees/ commissions/ contribution to this effect) levied by the contractor on his employees provided vide contract in this establishment, should be unambiguously and categorically included in the bid amount/ financial implication of the contract. The same will be categorised during awarding of contract and cannot be detected from the wages/ salaries of the employees if not forming part of the financial implication of the contract, otherwise explicitly mentioned. The liability of the Government/ Indian Navy will be restricted to the financial implication of the contract and no additional liability will be incurred for the same towards the contract being operated.

(28) Inspection. Conformity of the contractor to the provisions stipulated above will be examined by the Contract Operating Authority and / or his authorised representative at any time during currency of the contract. The same is part of post contract evaluation process by competent authority towards assessing the contractor's quality, delivery, commitment and adherence to the safety standards. Non-compliance to the aforementioned provisions shall also invite penalty/ incurring of liquidated damages (LD), as decided by the competent authority.

(29) Employment. The employment, as part of this contract, is contractual and the employees cannot claim permanency of employment on grounds of continued tenure. The rights of employment shall be restricted to that of contract employees (irrespective of period of employment) as per extant regulation and the liability of the Government of India/ Indian Navy shall be restricted to that of a principal employer, whatsoever,. The contractor is wholly and severally liable for his employees and the conditions of employment are to be agreed upon by his/

her employees, when employed as part of this contract, with liability of the same mandated to the contractor performing the contract.

(30) Definition. The following definitions are considered for the same:-

(a) Contractor. "Contractor" means the individual or firm or company whether incorporated or not, undertaking the contract including legal personal representative of such individual or the persons

composing such firms or company or the successor of such individual or firm or company or company and the permitted assigns of such individual or firm or company.

(b) Employee. Employee/ labour/ worker/ work people mean all personnel employed by the contractor in this establishment, part-time/ full-time, as part of this contract.

(c) Contract Operating Authority. Contract Operating Authority (COA) means the Material Superintendent, Material Organisation, Visakhapatnam and/ or his authorised representatives assigned to execute/ operate/ supervise/ inspect the work being carried out as part of the contract.

(31) Risk & Expense clause .

(a) Should the services or any instalment thereof not be delivered within the time or times specified in the contract documents or if not as per asked services is made in respect of the services or any instalment thereof the Buyer shall after granting the Seller 45 days to cure the breach be at liberty without prejudice to the right to recover liquidated damages as a remedy for breach of contract to declare the contract as cancelled either wholly or to the extent of such default.

(b) Should the services or any instalment thereof not perform in accordance with the specifications/ parameters provided by the SELLER during the check proof of tests to be done in the BUYER's country the BUYER shall be at liberty without prejudice to any other remedies for breach of contract to cancel the contract wholly or to the extent of such default.

(c) In case of a services breach that was not remedied within 45 days the BUYER shall having given the right of first refusal to the SELLER be at liberty to hire services from any other source as he thinks fit other stores of the same or similar description to make good. Such default. In the event of the contract being wholly determined the balance of the services remaining to be provided thereunder.

(d) Any excess of the purchase price services procured from any other supplier as the case may be over the contract price appropriate to such default or balance

ce shall be recoverable from the SELLER.

32. Option Clause and Repeat Order Clause .

(a) Repeat Order and Option Clause. Provision of repeat order and option clause should not be made as a matter of course in the RFPs as these clauses have an impact on price. Either or both these clauses may be provided in the RFP only in exceptional circumstances, where the consumption pattern is not predictable, with the stipulation that while exercising one or both these clauses the overall ceiling of fifty percent of the originally contracted quantity will not be exceeded. Repeat Order and / or Option Clause may be exercised more than once, provided altogether these orders do not exceed 50% of the original order quantity.

(b) Option Clause. Under this clause, the Purchaser retains the right to place order for additional quantity up to a maximum of 50% of the originally contracted quantity at the same rate and terms of the contract. Such an option is available during the original period of contract provided this clause had been incorporated in the original contract with the supplier. Quantity after original Delivery Period. This clause may be exercised in case of procurement from single vendor/ OEM also subject to there being no downward trend in prices. However, in multi vendor contracts, great care should be exercised before operating the option clause.

33. Fall Clause. The following Fall Clause will form part of the contract placed on successful Bidder.

(a) The price charged for the services provided under the contract by the Seller shall in no event exceed the lowest prices at which the Seller bids the services or offer to provide services of identical description to any persons/ organisation including the Buyer or any department of the Central go

vernment or any Department of state government or any statutory undertaking the central or state government as the case may be during the period till performance of all supply Order placed during the currency of the rate contract is completed.

(b) If at any time during the said period the Bidder reduces the rates of services provided such services to any person/ organization including the User or any Dept of central Govt. or any Department of the State government or any statutory undertaking the central or state government as the case may be at a rate lower than the rates chargeable under the contract the firm shall forthwith notify such reduction to the User. The existing or previous Rate Contracts as also under any previous services entered into with the Central or State Govt. Depts including their undertaking excluding joint sector companies and / or private parties and bodies.

(c) The Seller shall furnish the following certificate to the Paying Authority along with each bill for payment for supplies made against the Rate contract – “We certify that there has been no reduction in price of the services of description identical to the services have not been offered/ services pro

vided by me / us to any person/ organisation including the Buyer or any department of Central Government or any Department of a state Government or any Statutory Undertaking of the Central or State Government as the case may be up to the date of bill / the date of completion of services being provided against all work orders placed during the currency of the Rate Contract at price lower than the price charged to the government under the contract except for quantity of services”.

34. Force Majeure clause.

(a) Neither party shall bear responsibility for the complete or partial non-performance of any of its obligations (except for failure to pay any sum which has become due on account of receipt of goods under the provisions of the present contract) if the non-performance results from such Force Majeure circumstances as Flood Fire Earth Quake and other acts of God as well as War Military operation blockade Acts or Actions of State Authorities or any other circumstances beyond the parties control that have arisen after the conclusion of the present contract.

(b) In such circumstances the time stipulated for the performance of an obligation under the present contract is extended correspondingly for the period of time of action of these circumstances and their consequences.

(c) The party for which it becomes impossible to meet obligations under this contract due to Force Majeure conditions is to notify in written form the other party of the beginning and cessation of the above circumstances immediately but in any case not later than 10 (Ten) days from the moment of their beginning.

(d) Certificate of a Chamber of Commerce (Commerce and Industry) or other competent authority or organization of the respective country shall be a sufficient proof of commencement and cessation of the above circumstances.

(e) If the impossibility of complete or partial performance of an obligation lasts for or more than 6 (six) months either party hereto reserves the right to terminate the contract totally or partially upon giving prior written notice of 30 (thirty) days to the other party of the intention to terminate without any liability other than reimbursement on the terms provided in the agreement for the goods received.

5. Buyer Added Bid Specific ATC

Buyer uploaded ATC document [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.
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 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---