

बिड दस्तावेज़ / Bid Document

बिड विवरण / Bid Details	
बिड बंद होने की तारीख/समय / Bid End Date/Time	21-05-2026 15:00:00
बिड खुलने की तारीख/समय / Bid Opening Date/Time	21-05-2026 15:30:00
बिड पेशकश वैधता (बंद होने की तारीख से) / Bid Offer Validity (From End Date)	180 (Days)
मंत्रालय/राज्य का नाम / Ministry/State Name	Ministry Of Power
विभाग का नाम / Department Name	Power Grid Corporation Of India Limited
संगठन का नाम / Organisation Name	Powergrid Teleservices Limited
कार्यालय का नाम / Office Name	New Delhi
कुल मात्रा / Total Quantity	1
वस्तु श्रेणी / Item Category	Supply, Installation and Commissioning of Industrial Split Air Conditioners with Comprehensive AMC
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	Supply, Installation and Commissioning of Industrial Split Air Conditioners along with Comprehensive AMC
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Category not available on GeM for the text string uploaded by the buyer
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	- Ducted and Package Air Conditioners ISI Marked to IS 8148 - Precision Air Conditioner - Split Air Conditioner Including Green AC, Wall Mount Type (V2)
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	Experience Criteria, Bidder Turnover, Certificate (Requested in ATC), OEM Authorization Certificate, Additional Doc 1 (Requested in ATC), Additional Doc 2 (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

बिड विवरण/Bid Details	
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों 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	3
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	7
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	2
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	7 Days
निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
वित्तीय दस्तावेज की आवश्यकता है / Financial Document Required	Yes
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

एडवाइजरी बैंक/Advisory Bank	ICICI
ईएमडी राशि/EMD Amount	204250

ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	ICICI
ईपीबीजी प्रतिशत (%) /ePBG Percentage(%)	5.00

ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).

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(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने हैं। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।/EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.

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

लाभार्थी /Beneficiary :

POWERGRID Teleservices Limited

POWERGRID Teleservices Limited, Western Region Telecom Control Centre, 1st Floor Samruddhi Venture Park

MIDC Area Marol Andheri East Mumbai-400093

(Powergrid Teleservices Limited)

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

एमआईआई के लिए आरक्षित / Reserved for Make In India products

एमआईआई के लिए आरक्षित / Reserved for Make In India products

Yes

एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं को खरीद में प्राथमिकता, यदि उनका मूल्य $L1+X\%$ तक की सीमा में हो / Purchase Preference to MSE OEMs available upto price within $L1+X\%$	15
सूक्ष्म और लघु उद्यम को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MSE purchase preference	100

1. Bid reserved for Make In India products: : Procurement under this bid is reserved for purchase from 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. However, eligible micro and small enterprises will be allowed to participate. The minimum local content to qualify as a class 1 local supplier is denoted in the bid document. All bidders 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 the bid is liable to be rejected. 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 . In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.

2. Purchase preference will be given to MSEs having valid Udyam Registration 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. 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. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service and Buyer will decide eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid. 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 100% (selected by Buyer) percentage of total quantity. 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. 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.

एक्सेल में अपलोड किए जाने की आवश्यकता /Excel Upload Required :

Price_Schedule - [1776666435.xlsx](#)

Supply, Installation And Commissioning Of Industrial Split Air Conditioners With Comprehensive AMC (1 Lot)

(Minimum 60% Local Content required for qualifying as Class 1 Local Supplier)

तकनीकी विशिष्टियाँ /Technical Specifications

क्रैता विशिष्टि दस्तावेज़ /Buyer Specification Document	Download
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परिषीती/रिपोर्टिंग अधिकारी तथा मात्रा/Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	परिषीती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Vishal Kumar Sahu	400093,"Powergrid Teleservices Limited, Western Regional Telecom Control Centre, 1st Floor, Samruddhi Venture Park, MIDC Area, Marol, Andheri (E), Mumbai-400095"	1	90

Buyer added Bid Specific Additional Scope of Work

क्र.सं./S.N o.	Document Title	Description	रिवर्स प्रभार के अनुसार जीएसटी/Applicable i.r.o. Items
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क्र.सं./S.N o.	Document Title	Description	रिवर्स प्रभार के अनुसार जीएसटी/Applicable i.r.o. Items
1	Section II- Instructions to Bidders (ITB) View	Section II- Instructions to Bidders (ITB)	Supply, Installation And Commissioning Of Industrial Split Air Conditioners With Comprehensive AMC(1)
2	Section III- Bid Data Sheet (BDS) View	Section III- Bid Data Sheet (BDS)	Supply, Installation And Commissioning Of Industrial Split Air Conditioners With Comprehensive AMC(1)
3	Section IV- General Conditions of Contract (GCC) View	Section IV- General Conditions of Contract (GCC)	Supply, Installation And Commissioning Of Industrial Split Air Conditioners With Comprehensive AMC(1)
4	Section V- Special Conditions of Contract (SCC) View	Section V- Special Conditions of Contract (SCC)	Supply, Installation And Commissioning Of Industrial Split Air Conditioners With Comprehensive AMC(1)
5	Section VI- Sample Forms and Procedures (FP) View	Section VI- Sample Forms and Procedures (FP)	Supply, Installation And Commissioning Of Industrial Split Air Conditioners With Comprehensive AMC(1)
6	Technical Specification View	Technical Specification	Supply, Installation And Commissioning Of Industrial Split Air Conditioners With Comprehensive AMC(1)
7	Bid Form for First Envelope and Checklist View	Bid Form for First Envelope and Checklist	Supply, Installation And Commissioning Of Industrial Split Air Conditioners With Comprehensive AMC(1)
8	Comprehensive AMC SOW View	Comprehensive AMC SOW	Supply, Installation And Commissioning Of Industrial Split Air Conditioners With Comprehensive AMC(1)
9	Annexure-A to Section III- BDS Qualifying Requirements View	Annexure-A to Section III- BDS Qualifying Requirements	Supply, Installation And Commissioning Of Industrial Split Air Conditioners With Comprehensive AMC(1)
10	Section I- Invitation for Bids (IFB) View	Section I- Invitation for Bids (IFB)	Supply, Installation And Commissioning Of Industrial Split Air Conditioners With Comprehensive AMC(1)

The uploaded document only contains Buyer specific Additional Scope of Work and / or Drawings for the bid items added with due approval of Buyer's competent authority. Buyer has certified that these additional scope and drawings are generalized and would not lead to any restrictive bidding.

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

1. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

Supply, Installation, Commissioning and testing of 21 Nos. (3 TR each) of Split-type Industrial Air conditioners along with associated cables & accessories and Comprehensive AMC for 4 years (excluding compressor) in Western Region

- Experience Criteria:** Documents in support of technical Qualification requirements attached at Buyer added additional scope of work as "Annexure-A to Section III- BDS Qualifying Requirements" to be uploaded by the bidder on portal.
- Bidder Turnover:** Documents supporting the Financial Qualification requirements attached at Buyer added additional scope of work as "Annexure-A to Section III- BDS Qualifying Requirements" to be uploaded by the bidder on portal. The complete annual reports together with Audited statement of accounts of the company for last five years of its own (separate) immediately preceding the date of submission of bid to be uploaded.
- Certificate: Bid Forms and Attachments (Bid Form for First Envelope or Bid Form and First Envelope)** attached at "Buyer added Bid Specific Additional Scope of Work " as "Bid Form for First Envelope & Checklist "need to be filled and uploaded on GeM portal only. Soft copy of the same is attached at Buyer added Bid Specific Additional Scope of Work document to facilitate bidders. **In case of non-submission of bid form & attachments (Bid Form for First Envelope or Bid Form and First Envelope) in the portal (soft copy part of the bid/Technical Bid) within the stipulated deadline, then even if the bidder has submitted the specific documents in hard copy part in original within the stipulated deadline pursuant to ITB 17.1, its bid shall be considered as incomplete bid, which shall be summarily rejected. For simplicity the excel copy of the Bid Form for First Envelope or Bid Form and First Envelope) can be downloaded from CPPP Portal/POWERGRID's Tender Website for subject tender. However, any discrepancies in the bid form submitted may lead to rejection.**
- Additional Doc 1:** Documents requested at ITB 15.4 shall be scanned & uploaded on the portal.
- Additional Doc 2:** Bid Security, Power of Attorney, Attachment-14(Two Copies of Integrity Pact on Rs 100 Non Judicial Stamp Paper), Attachment-18(Two Copies of Safety Pact on Rs 100 Non Judicial Stamp Paper), Attachment-20, Attachment-21, Attachment-24 & Attachment-25, Attachment-26, Attachment-27

, Attachment-28, need to upload on portal and Original hard copy of same to be submitted to the address:

CHIEF MANAGER (CS),

POWERGRID Teleservices Limited,
Western Region Telecom Control Centre,
1st Floor, Samruddhi Venture Park MIDC Area,
Marol, Andheri (East), Mumbai-400093.

6. Additional Doc 3 & 4: Any other documents by bidders

7. Seller has to quote Price inclusive of Supply, Installation, Commissioning and testing of 21 Nos. (3 TR each) of Split-type Industrial Air conditioners along with associated cables & accessories and Comprehensive AMC for 4 years (excluding compressor) in Western Region with taxes. Delivery location details are mentioned in schedule 3 of price schedule (Excel Attached). Seller has to upload filled Price Schedule in the financial part of the bid only. Bidders uploading the duly filled BOQ/Price in the technical bid shall be rejected and no further clarification shall be sought.

8. Quantity variation: Percentage for the quantity variation under this tender shall be limited to **-30 (minus Thirty) or upto +30 (plus Thirty)** percent of the total contract value with individual items to vary up to any extent, during any time of the contract at same rate and terms & conditions. POWERGRID Teleservices Limited (PowerTel) Amendment to the quantity variation shall be given as per requirement.

9. The complete scope of work shall be completed in 3(Three) Months from the date of GeM contract/LOI/LOA whichever is earlier.

10. Warranty/Defect Liability Period shall remain valid for a period of 01 (One) year from the date of commissioning and successful testing and taking over of material by PowerTel. Compressor Warranty shall be Five years from date of taking over of material by PowerTel.

11. Liquidated Damages (LD): @ If the Contractor fails to comply with the Time for Completion in accordance with Clause GCC 21 for the whole of the facilities, (or a part for which a separate time for completion is agreed) then the Contractor s

shall pay to the Employer a sum equivalent to half percent (0.5%) of the Contract Price plus GST payable thereon for the whole of the facilities, (or a part for which a separate time for completion is agreed) as liquidated damages for such default and not as a penalty, without prejudice to the Employer's other remedies under the Contract, for each week or part thereof which shall elapse between the relevant Time for Completion and the date stated in Taking Over Certificate of the whole of the Works (or a part for which a separate time for completion is agreed) subject to the limit of five percent (5%) of Contract Price plus GST payable thereon for the whole of the facilities, (or a part for which a separate time for completion is agreed). The Employer may, without prejudice to any other method of recovery, deduct the amount of such damages from any monies due or to become due to the Contractor. The payment or deduction of such damages shall not relieve the Contractor from his obligation to complete the Works, or from any other of his obligations and liabilities under the Contract.

12. Payment Terms mentioned at Appendix-1(5. Form of Contract Agreement) of Sample forms and procedures.
13. For Comprehensive AMC- Maintenance Philosophy may be submitted by contractor for approval of Employer in line with scope of work attached.
14. The supplier, within twenty-eight (28) days after receipt of the Notification of Award, the successful Bidder shall furnish the performance security for 5% (Five percent) of the contract price (Excluding comprehensive AMC Charges) plus additional performance securities, if any, in line with the requirement of Qualification Requirements, in the amount given in the BDS and in the form provided in Section VI, Sample Forms and Procedures, of the Bidding Documents.

The same shall be extended by the bidder Supplier time to time till ninety (90) days beyond the actual Defect Liability Period, as may be required under the Contract.

Additional CPG for comprehensive AMC shall be Submitted at the start of comprehensive AMC period at 5% on comprehensive AMC amount (incl. GST) valid till ninety (90) days beyond the comprehensive AMC period. The initial BG submitted after the award of contract shall be released only after the new CPG for the comprehensive AMC period is submitted and accepted after due verification

Or

Security deposit amount shall be deducted at the rate of 5% from the running bill (s) till 5% of the maximum overall Contract price (incl of GST) is arrived. This amount shall be kept till ninety (90) days beyond the Defect Liability Period, as may be required under the Contract including any extensions, if granted and shall be released only after completion of the contract.

15. MSME criteria: Sellers/ Service Providers claiming to be an MSE have to register on Udyam Registration portal and provide a copy of Udyam Registration certificate, as documentary evidence in its bid in line with notification of Government

of India, Ministry of Small Scale Industries, vide S.O. 1702(E) dated 1 st June, 2020 superseded by S.O. 2119(E) dated 26/06/2020 published in the Gazette of India, Extraordinary, Part II, Section 3, Sub-section(ii) and GeM GTC. In case of non-submission of the above-mentioned supporting documents, the Seller/ Service Provider shall not be considered as MSE.

Further, all other identifiers for classifying a firm as MSE viz. registration with District Industries Centers (DICs)/ Khadi & Village Industries Commission (KVIC)/ Khadi & Industries Board (KVIB)/ Coir Board or National Small Industries Corporation (NSIC)/ Directorate of Handicrafts and Handlooms/ Udyog Aadhar Memorandum etc. may not be accepted for classification as MSE.

If a bidder is MSE (based on the documents submitted in the bid) but has not claimed for "MSE Purchase Preference" in GeM for the subject tender, MSE purchase preference shall not be extended for that bidder in that tender.

16. Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.

Standard Bidding documents of POWERGRID comprises of the following:

- a) Conditions of Contract Volume-I
- b) Technical Specifications Volume-II
- c) Bid Form, Price Schedules Volume-III

However, the same has been accommodated as per GeM custom Bid requirement (Under Additional Scope of Work). Bidders are requested to refer to the table below to understand the bidding documents composition and make themselves aware of the volume and section referred therein. All documents forming part of the Bid Document are intended to be correlative, complementary, and mutually explanatory.

S. No	POWERTEL's Bid Documents Volume No	Section (Uploaded under Buyer added Bid Specific Additional Scope of Work)
1	Vol-I- Conditions of Contract	Section I- Invitation for Bids (IFB)
		Section II- Instructions to Bidders (ITB)
		Section III- Bid Data Sheet (BDS)
		Annexure-A to Section III- BDS Qualifying Requirements
		Section IV- General Conditions of Contract (GCC)

		Section V- Special Conditions of Contract (SCC)
		Section VI- Sample Forms and Procedures (FP)
2	Vol-II- Technical Specification	Technical Specification
3	Vol-III- Bid Form, Price Schedules & Technical Data Sheets	Bid Form for First Envelope & Checklist Price Schedule

17. **Bid Validity:** Bids shall be valid for a period of 180 days from the date of opening of Technical bids. The above Bid validity period shall supersede any other clause in GeM Bid. All bidders shall comply the same in their bid and accept the bid validity extension in GeM portal, whenever requested by the buyer.

18. **Earnest Money Deposit (EMD):** The Bidder shall furnish, except as exempted herein below, as part of its bid, a bid security in the amount and currency as stipulated above.

The EMD may be submitted in the following formats,

1. Demand draft with Account Payee Demand Draft in favour of **POWERGRID Teleservices Limited** payable at Gurgaon
2. Bankers Cheque with Banker's Cheque in favour of **POWERGRID Teleservices Limited** payable at Gurgaon.
3. Bank Guarantee/Insurance Surety Bond- Format attached in "Buyer uploaded ATC document". BG/Insurance Surety Bond shall be valid for 250 days from the original date of bid opening.
4. Online Payment- EMD can be submitted as online payment in **POWERGRID Teleservices Limited** bank account as detailed below.

Name of Bank and Address	IFSC Code	POWERGRID Teleservices Limited Current A/c No.
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ICICI Bank, Power Grid Corporation Of India Ltd, Corporate Office, Plot No. 2, Sector 29, Near Iffco Chowk., Gurgaon, Haryana, 122001	ICIC0000572	057205000386
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Bidder has to upload scanned copy / proof of the Bid Security along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

19. The mandatory documents to be uploaded in bid by bidders:

- a. Scanned copy / proof of the Bid Security (EMD) by the bidders. The bidders who are exempted from submission of EMD shall submit documentary evidence for the same.
- b. Self-declaration on company Letter head to comply for **Bidding document (mentioned at Para 14 above)**.
- c. Certificate from bank as per attachment-16 in first envelop and bid forms. (Format given in 'Payment terms, insurance and sample forms' in payment Terms)" need to be filled and uploaded.
- d. Local Content Declaration: Bidders shall submit Self certification regarding Local Content in line with PPP-MII order and DoT Order, on a non-judicial stamp paper of Rs. 100/-. (Format given in Attachment-21 of first envelop and bid forms).
- e. Audited Balance sheets of last 5 financial years.
- f. Supporting documents (POs and performance certificate) for compliance of technical experience as per PowerTel Qualifying requirements (QR).
- g. Power of Attorney
- h. Company details (Registration certificate, GST registration certificate, PAN, bank details with proof, profile of the company, MSME if applicable, PF details etc.,)

The above list is exhaustive; however, bidders are requested to go through the bid document and submit the requisite documents.

20. In case of any contradiction in terms and conditions between the GeM Policy and PowerTel Bidding Document, the latter shall prevail.

21. Bidders can submit their queries online to the below mail ids and clarification will be provided for the same via mail.

- i. skv@powergrid.in
- ii. devendra.meena@powergrid.in

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---