

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	17-10-2026 16:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	18-10-2026 16:00:00
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 Health And Family Welfare
विभाग का नाम/Department Name	Department Of Health And Family Welfare
संगठन का नाम/Organisation Name	All India Institute Of Medical Sciences (aiims)
कार्यालय का नाम/Office Name	Aiims, New Delhi
शिकायत निवारण के संपर्क विवरण/ Contact details of Grievance redressal	HOD Email id :shyamal.barua@aiims.gov.in Buyer Email id: abhishek@aiims.gov.in
कुल मात्रा/Total Quantity	9
वस्तु श्रेणी /Item Category	Mobile Containers For Solid Waste Conforming to IS 12402 (Q3)
वर्षों के अनुभव के लिए एमएसई को छूट प्राप्त है / MSE Relaxation for Years Of Experience	Yes Complete
वर्षों के अनुभव के लिए स्टार्टअप को छूट प्राप्त है / Startup Relaxation for Years Of Experience	Yes Complete
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Certificate (Requested in ATC),OEM Authorization Certificate,Additional Doc 1 (Requested in ATC),Compliance of BoQ specification and supporting document *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	1

बिड विवरण/Bid Details	
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	7
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	3
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	Yes
रिवर्स नीलामी योग्यता नियम/RA Qualification Rule	H1-Highest Priced Bid Elimination
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	2 Days
निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

आवश्यकता/Required	No
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ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईपीबीजी प्रतिशत (%) /ePBG Percentage(%)	5.00
ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).	14

(a). 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 :

Accounts officer
 Aiims, New Delhi, Department of Health and Family Welfare, All India Institute of Medical Sciences (AIIMS),
 Ministry of Health and Family Welfare
 (Aiims Cnc Accounts)

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

एमआईआई खरीद वरीयता/MII Purchase Preference

एमआईआई खरीद वरीयता/MII Purchase Preference	No
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एमएसई खरीद वरीयता/MSE Purchase Preference

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

1. If the bidder is a Micro or Small Enterprise as per latest orders issued by Ministry of MSME, the bidder shall be relaxed from the eligibility criteria of "Experience Criteria" as defined above subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Experience Criteria, shall upload the supporting documents to prove his eligibility for Relaxation.
2. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed from the the eligibility criteria of "Experience Criteria" as defined above subject to their meeting of quality and technical specifications. The bidder seeking Relaxation from Experience Criteria, shall upload the supporting documents to prove his eligibility for Relaxation.
3. **Purchase preference to Micro and Small Enterprises (MSEs):** Purchase preference will be given to MSEs having valid Udyam Certificate and whose credentials are validated online through Udyam Registration portal as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service, and Buyer will decide eligibility for purchase preference based on documentary evidence submitted in case of product bids, whereas in case of services the eligibility is automatically validated. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within $L-1+ 15\%$ (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 25% (selected by Buyer) percentage of total quantity. The buyers are advised to refer the [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.
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. Reverse Auction would be conducted amongst all the technically qualified bidders except the Highest quoting bidder. The technically qualified Highest Quoting bidder will not be allowed to participate in RA. However, H-1 will also be allowed to participate in RA in following cases:
 - i. If number of technically qualified bidders are only 2 or 3.
 - ii. If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.

- iii. In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
- iv. If L-1 is non-MSE and H-1 is eligible MSE and H-1 price is coming within price band of 15% of Non-MSE L-1
- v. If L-1 is non-MII and H-1 is eligible MII and H-1 price is coming within price band of 20% of Non-MII L-1

Mobile Containers For Solid Waste Conforming To IS 12402 (9 pieces)

तकनीकी विशिष्टियाँ /Technical Specifications

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

विवरण/Specification	विशिष्टि का नाम /Specification Name	बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values)
Certification, Testing & Warranty	Conformity to Indian Standard	As per IS 12402
Generic	Classification	Class B - Container with four pivoting castors
	Type	Normal Type (N): for waste of average density 0.2 kg/dm ³ and of maximum density 0.4 kg/dm ³ , Reinforced Type (R) : for waste of average density 0.4 kg/dm ³ and of maximum density 0.7 kg/dm ³
	Nominal Capacity of Container (In Litres) (+/- 10%)	Class B: 1000 Litres
	Plugged Outlet	With
	Locking Device	Yes
	Frontal and Ventral Gripping Systems	Yes

Additional Specification Parameters - Mobile Containers For Solid Waste Conforming To IS 12402 (9 pieces)

Specification Parameter Name	Bid Requirement (Allowed Values)
specifications 1	1.Required biomedical waste trolleys should have a proper drain system to avoid leakage and ensure hygienic waste handling. 2.The trolley cover should be in Two Part and with Handles for convenient opening & closing. 3. The Plastic trolley should be reinforced with MS/iron Strips at appropriate points to increase its strength, durability, and structural stability.
specifications 2	4.The bottom/base of the trolley should be reinforced with a heavy-duty MS/iron frame or cross supports to provide adequate load-bearing capacity and prevent bending, deformation, or damage during regular use and movement. 5. The trolley should have a strong and durable Wheel-mounting arrangement, with proper reinforcement at the wheel fixing points, to withstand heavy loads and frequent movement.
specifications 3	6.All MS/iron reinforcement and supporting components should be properly fixed and securely finished, without sharp edge, to ensure safe handling and long-term durability.

Specification Parameter Name	Bid Requirement (Allowed Values)
Demo	A Physical Demonstration of quoted product would be mandatory. Only seven days will be given for preparation of quoted product before Technical Evaluation meeting. failure to attend the physical demo meeting, the bid will be summarily rejected and no request for extension of demo meeting will be considered
size and colour -	Length = 47 Inch - Approximately Width = 45 Inch - Approximately Depth = 32 Inch - Approximately Colour - Green-3 , yellow-1, red- 1, blue -4

* Bidders offering must also comply with the additional specification parameters mentioned above.

परिषिती/रिपोर्टिंग अधिकारी तथा मात्रा/Consignees/Reporting Officer and Quantity

क्र.सं./S.No.	परिषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Abhishek Singla	110029,1st Floor , New Pvt. Ward, Store Section (CN Centre) , AIIMS, Ansari Nagar, New Delhi,	9	15

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

1. If the agency is registered under MSME or NSIC, then EMD exemption certificate needs to be enclosed.
2. Make in india specific authorisation certificate needs to be enclosed.
3. **Generic**

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 50 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity up to 50% of the contracted quantity during the currency of the contract at the contracted rates. The delivery period of quantity shall commence from the last date of original delivery order and in cases where option clause is exercised during the extended delivery period the additional time shall commence from the last date of extended delivery period. The additional delivery time shall be $(\text{Increased quantity} \div \text{Original quantity}) \times \text{Original delivery period (in days)}$, subject to minimum of 30 days. If the original delivery period is less than 30 days, the additional time equals the original delivery period. The Purchaser may extend this calculated delivery duration up to the original delivery period while exercising the option clause. Bidders must comply with these terms.

4. Certificates

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

5. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

Sl. No	Description	Bid Requirement
1.	Bid Publishing Days	21 days

2.	Mandatory Documents Required from the seller	<u>Bidders must upload the following documents</u> i. ATC Acceptance/Tender Acceptance Form. ii. OEM Authorization Certificate as per Performa and should be specific to bid number (With Make/Brand of Quoted item). The Original Equipment Manufacturer (OEM) or their authorized bidder shall quote only one make/model per bid and OEM must not authorize multiple bidders for multiple makes/models within a single bid. Any such submissions will result in disqualification of all associated bidders. iii. Compliance Sheet of specification iv. Fall clause certificate v. Non-Black listing certificate vi. Additional certificates as requested in ATC vii. Local Content Declaration: Keeping in view of latest OM's/Guidelines/Rules of GOI for PPP-MII order, the participated bidders are requested to provide the Undertaking by OEM. viii. Restrictions under Rule 144 (xi) of the GFRs 2017 as per order no. F.No.6/18/2019 PPD dated 23rd July 2020 regarding land Border sharing issued by the Department of Expenditure, Public Procurement Division will be applicable. Relevant documents regarding this order are to be uploaded (if applicable). xii. Any other required certification/documentation/clarification etc. as per latest government/AIIMS guidelines.
3	Demo	A Physical Demonstration of quoted product would be mandatory. Only seven days will be given for preparation of quoted product before Technical Evaluation meeting. failure to attend the physical demo meeting, the bid will be summarily rejected and no request for extension of demo meeting will be considered Address for Demonstration- Room No. 17, 1st Floor, New Pvt. Ward Building, Near Dr. R.P. Center, AIIMS, Ansari Nagar, New Delhi-110029

4	Risk Purchase	i. AllMS reserves the right to impose risk purchase clause to meet the urgent patient care as "For delay in execution/supply we shall have every right to procure the same from Open Market and the additional cost of the same will be recovered from the payment of the vendor dues under this risk purchase clause.
5.	Same IP Address	i. Bidders must not engage in any cartelization, if any of Bidders found Same IP address, their participation will be cancelled.
6.	Specifications	i. Evaluation will be done on the basis of specification mentioned In ATC as well.

The bids not complying with the terms and conditions given in this document in addition to the terms and conditions of bid's document will not be accepted and liable to be rejected summarily.

1. The bidder shall furnish along with its bid, Bid Security (EMD) for amount as shown in the Bid document.

2. The Bid Security of successful bidder will be returned without any interest, after receipt of performance security from that bidder.

3. Bid Security is required to protect the purchaser's right against the risk of the Bidder's conduct, which would warrant the forfeiture of the Bid Security. Bid Security of a bidder will be forfeited, if the bidder withdraws or amends its bids or impairs or derogates from the bid in any respect within the period of validity of its bid or if it comes to the notice that the information/documents furnished in its bid is incorrect, false, misleading or forged without prejudice to other rights of the purchaser. The Bid Security of the successful bidder will be forfeited without prejudice to other rights of Purchaser if it fails to furnish the required performance security within the specified period.

4. If during such inspections and tests, the contracted goods fail to conform to the required specifications and standards, or any deviation with the furnished sample, the purchaser may reject them and the supplier shall either replace the rejected goods or make all alterations necessary to meet the specifications and standards, as required, free of cost to the purchaser and re-submit the same to the purchaser for conducting the inspections and tests again. No payment shall be made for rejected material and in case rejected goods are not removed, these will be disposed off in a manner as deemed fit by the authorities at the risk and responsibility of the suppliers without any further notice.

5. Any unexcused delay by the supplier in maintaining its contractual obligations towards delivery of goods shall render the supplier liable to any or all of the following sanctions:

- i) Imposition of liquidated damages,
- ii) Forfeiture of its Performance Security and
- iii) Termination of the Contract/Purchase Orders for default.

iv) Further actions by the Purchaser including debarring the bidder and manufacturer for 2 years from participating in the future tenders/ bids of AIIMS, New Delhi.

6. Supply time: Timing 2.00 P.M to 4.00 P.M (from Monday to Friday) & 11.00 A.M to 12.00 Noon (on Saturday).

7. Before making the supply, approved contract holder should ensure that all labels of cartons, ampoules, vials, bottles, jars, tubes etc. should be embossed, imprinted, stamped with letters, other requirements like "AIIMS SUPPLY NOT FOR SALE" stamp with permanent ink on each item/strip up to primary level. The supply Challan should be accompanied by test report from NABL accredited lab/ Govt. Approved Lab. While delivering the supplies, the firm will ensure that quantities are as per challan, quality of material is as per Contract specifications etc.

8. The supplier shall arrange to effect free replacement of any quantity which may deteriorate in potency, strength approaching expiry or expired etc. before the date of expiry marked on the labels.

9. If the supplied item is not utilized before expiry date the supplier should replace with fresh stock of items as and when required.

10. MARKING: Each packing shall be marked with nomenclature of the drug/ item and shall be labelled in accordance with the requirement of the Drug and Cosmetics Act, 1940 and the rules made there under. Loose supplies / damaged packing / tampered or damaged labelled supplies shall not be accepted under any circumstances.

11. The Purchaser reserves the right to terminate the Contract, in whole or in part for its Purchaser's convenience, by serving written notice on the supplier of 30 days at any time during the currency of the Contract.

12. List of Pre-Qualification Documents which are essential to be submitted; failing which the bid will summarily be rejected and no further communication will be entertained in this regard.

13. Zero Tolerance Policy on Substandard/Deficient Goods: The Procuring Entity maintains a "Zero Tolerance Policy" against the supply of substandard, deficient, or non-conforming goods. Bidders are hereby notified that Strict Action shall be initiated against any vendor found in breach of quality standards. This includes, but is not limited to, the immediate rejection of the entire consignment and the potential for debarment/blacklisting from future tenders. All goods must strictly match the technical specifications approved in the bid. Clause 2: Stringent Penalty for Unsatisfactory Delivery In the event of a complaint regarding defective or substandard supplies, or where the goods are found to be deficient during inspection, the following penalty shall be enforced:

i. Monetary Penalty: A penalty of Rs. **5,00,000/- (Rupees Five Lakh) OR 25%** of the total Supply Order value, whichever is lower, shall be imposed for each instance of default.

ii. Retrieval & Replacement: The vendor shall be required to retrieve and replace the entire defective consignment at their own cost and risk. This is in addition to the monetary penalty mentioned above. The "Short Purchase" provision may be invoked at the vendor's risk and cost if replacements are not provided within the stipulated time-frame. The bidder should replace the entire quantity within five (05) days (or lesser period which may be specified based on the criticality of the situation). Failing this, risk purchase shall be initiated, and the differential cost

ost incurred shall be recovered from the bidder along with the cost of testing and it shall be liable for all items awarded to the firm under this Institute, including multiple contracts. In such cases, the EMD/Performance Security shall also be forfeited.

14. If supplies are found to be of inferior or sub-standard quality, the firm shall be liable for debarment from participation in subsequent bids/tenders of AIIMS, New Delhi, and the EMD/Performance Security shall be forfeited.

15. Risk Purchase Clause AIIMS is committed to ensuring uninterrupted patient care and maintaining the quality and timely availability of all the patient necessary medical items. To safeguard this objective; AIIMS reserves the right to invoke the Risk Purchase Clause in case of non-performance or default by the selected bidder (L-1).

I. The Risk Purchase Clause may be invoked under the following circumstances:

a) Delayed Supply Execution: If the supplier fails to deliver the ordered goods within the stipulated timeline as per the delivery schedule of contract and terms and conditions.

b) Sub-standard or Non-Conforming Supplies: If the supplied materials, upon inspection or usage, are found to be of inferior quality, noncompliant with the agreed specifications, or otherwise unacceptable, the risk purchase may be implemented.

c) Failure to Supply: If the supplier expresses its inability to supply the ordered goods in part or full, or if the supplier defaults due to financial, logistical, or operational issues.

II. Risk Purchase Execution:

a) In the event of any of the above-mentioned conditions, AIIMS will procure the required items from the open market or through local purchase to prevent any disruption in patient care services.

b) AIIMS will duly notify the L-1 bidder regarding the default and the subsequent decision to procure from alternative sources.

c) The procurement will be done at the prevailing market rate, which may be higher than the contracted rate of the L-1 bidder.

d) The cost incurred by AIIMS due to such alternative procurement shall be recovered from the L-1 bidder by:

i. Adjustment from pending payments of the contracted supplier.

ii. Forfeiture of Performance Bank Guarantee (PBG), in part or full.

iii. Any other legal or financial recourse available under the contract.

iv. Repeated failure or serious default may lead to cancellation of the contract, and AIIMS may take actions like debarment/blacklisting the supplier, prohibiting their participation in future tenders, as deemed appropriate by the institution.

III. Legal Implications: AIIMS retains the right to take legal action against the defaulting supplier, as per prevailing government laws and contract provisions.

16. The bidder (manufacturer & distributor (wherever applicable) must submit a

n undertaking stating that if the price of the quoted product decreases during the contract period, AIIMS must be informed, and the reduced price must be applied

17. In compliance with the Department of Expenditure's Order (Public Procurement No. 1) dated 23rd July 2020, under Rule 144 (xi) of the General Financial Rules (GFR) 2017, bidders are required to submit a certificate regarding their eligibility concerning procurement restrictions from countries sharing a land border with India. This includes a declaration of compliance and, if applicable, a copy of the registration with the Competent Authority. Failure to provide this certification or submission of false information may result in immediate termination of the bid/offer and potential legal action by the procuring entity, AIIMS New Delhi.

18. The original Earnest Money/Bid Security must be delivered in the office of Stores Officer, Store Section (CNC), 1st Floor, New Pvt. Ward, AIIMS, New Delhi-110029 within 05 days after end/submission date, failing which the bid shall be summarily rejected.

19. Superiority of the Product should comply and match with the advance sample submitted under this current bid for the technical evaluation otherwise seller will be liable for rejection of the goods and or for further administration actions.

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 (other than EMD and signed Integrity Pact - which can be submitted within 5 days of bid opening) 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---