

**बिड दस्तावेज़ / Bid Document**

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	02-01-2026 17:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	02-01-2026 17:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	90 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Commerce And Industry
विभाग का नाम/Department Name	Department For Promotion Of Industry & Internal Trade
संगठन का नाम/Organisation Name	National Institute Of Design (nid)
कार्यालय का नाम/Office Name	Nid Haryana Kurukshetra
वस्तु श्रेणी /Item Category	Operation and Maintenance Services of Power Generator(DG-Set) - Package 3 - O&M Service with operational and comprehensive maintenance; 3; Upto 500 hours
अनुबंध अवधि /Contract Period	3 Year(s)
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) /Minimum Average Annual Turnover of the bidder (For 3 Years)	25 Lakh (s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service	3 Year (s)
इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है/Past Experience of Similar Services required	Yes
वर्षों के अनुभव एवं टर्नओवर से एमएसई को छूट प्राप्त है / MSE Relaxation for Years Of Experience and Turnover	Yes   Complete
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Relaxation for Years Of Experience and Turnover	Yes   Complete
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	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

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?	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	3
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	5
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	2
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	Yes
रिवर्स नीलामी योग्यता नियम/RA Qualification Rule	50% Lowest Priced Technically Qualified Bidders
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
अनुमानित बिड मूल्य /Estimated Bid Value	868100
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है / Financial Document Indicating Price Breakup Required	Yes
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).	38

(a).ईएमडी और संगदन 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 :**

##### **DIRECTOR**

NID Haryana Kurukshetra, Department for Promotion of Industry & Internal Trade, National Institute of Design (NID), Ministry of Commerce and Industry  
(Director Nid Haryana)

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

#### **एमआईआई अनुपालन/MII Compliance**

एमआईआई अनुपालन/MII Compliance	Yes
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#### **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. 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 Micro or Small Enterprise (MSE) as per latest orders issued by Ministry of MSME, the bidder shall be relaxed from the eligibility criteria of "Bidder Turnover" as defined above subject to meeting of quality and technical specifications. If the bidder itself is MSE OEM of the offered products, it would be relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover, shall upload the supporting documents to prove his eligibility for Relaxation.
3. 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.
4. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed from the the eligibility criteria of "Bidder Turnover" as defined above subject to their meeting of quality and technical specifications. If the bidder is DPIIT Registered OEM of the offered products, it would be relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover shall upload the supporting documents to prove his eligibility for Relaxation.
5. 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.
6. 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.

7. 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 online in GEM profile as well as validated and approved by the Buyer after evaluation of submitted documents.

8. 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.

9. Past Experience of Similar Services: The bidder must have successfully executed/completed similar Services over the last three years i.e. the current financial year and the last three financial years(ending month of March prior to the bid opening): -

1. Three similar completed services costing not less than the amount equal to 40% (forty percent) of the estimated cost; or
2. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cost; or
3. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost.

10. 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.

#### अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

**ANNEXURE - A (Contract Specific Scope):**[1766056424.pdf](#)

#### **Operation And Maintenance Services Of Power Generator(DG-Set) - Package 3 - O&M Service With Operational And Comprehensive Maintenance; 3; Upto 500 Hours ( 1 )**

#### तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
<b>कोर / Core</b>	
Type of O&M/Service package	Package 3 - O&M Service with operational and comprehensive maintenance
Number of the DG Set at a given location/site/building	3
Average running hours of DG-SET in per annum	Upto 500 hours

विवरण/ Specification	मूल्य/ Values
Frequency of visit for preventive maintenance by maintenance engineer	Monthly
Designation of Dedicated Manpowers provided	NA
Number of Dedicated electrician/operator	NA
Duty hours for dedicated manpower provided	NA
Working Days in a Week	NA
एडओन /Addon(s)	

#### क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	No
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#### अतिरिक्त विशिष्ट दस्तावेज /Additional Specification Documents

#### परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of Packages during Contract Period	अतिरिक्त आवश्यकता /Additional Requirement
1	Shiwendu Kumar	136131, National Institute of Design Haryana National Highway 44, Village Umri Kurukshetra, Haryana-136131 GSTIN No. 06AADAN0821C1Z9	1	N/A

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

##### 1. 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.

##### 2. Generic

**OPTION CLAUSE:** The buyer can increase or decrease the contract quantity or contract duration up to 50 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 50 percent. Bidders are bound to accept the revised quantity or duration.

##### 3. Forms of EMD and PBG

Successful Bidder can submit the Performance Security in the form of Account Payee Demand Draft also (besides PBG which is allowed as per GeM GTC). DD should be made in favour of

NATIONAL INSTITUTE OF DESIGN HARYANA  
payable at  
Kurukshetra

. After award of contract, Successful Bidder can upload scanned copy of the DD in place of PBG and has to ensure delivery of hard copy to the original DD to the Buyer within 15 days of award of contract.

#### **4. Forms of EMD and PBG**

Successful Bidder can submit the Performance Security in the form of Fixed Deposit Receipt also (besides PBG which is allowed as per GeM GTC). FDR should be made out or pledged in the name of

NATIONAL INSTITUTE OF DESIGN HARYANA

A/C (Name of the Seller). The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of Security Deposit, the FDR will be released in favour of bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Successful Bidder has to upload scanned copy of the FDR document in place of PBG and has to ensure delivery of hard copy of Original FDR to the Buyer within 15 days of award of contract.

#### **5. Forms of EMD and PBG**

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

National Institute of Design Haryana

Account No.

36539944010

IFSC Code

SBIN0006615

Bank Name

State Bank of India

Branch address

MINI SECRETARIATE, KURUKSHETRA

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

#### **6. 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.

#### **7. Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

### **Buyer Added Scope of Work and Terms & Conditions for CAM of DG Sets: -**

#### **1. Eligibility Criteria (Mandatory for Bid Qualification)**

The service provider must fulfil all the following Technical and Financial requirements to qualify for participation in the bidding process. Non-compliance with any of these conditions shall result in disqualification:

1. The service provider must be either:

- An Original Equipment Manufacturer (OEM), or
- OEM-authorized service provider, or
- An authorized service provider of equivalent make DG sets, or
- A service provider regularly engaged in similar services.

**2. Nature of Similar Services:**

Similar services shall be defined as Annual Maintenance Contract (AMC), Comprehensive Annual Maintenance Contract (CAMC), or Operation & Maintenance (O&M) of Diesel Generator (DG) sets or Repair and maintenance of DG sets

**3. Experience:**

The bidder should have a minimum of three (3) years of experience in executing similar nature of services. However, bidders registered under MSME in the relevant category of business shall be exempted from this requirement, subject to submission of valid supporting documents to claim the exemption.

**4. Financial Turnover:**

The bidder should have an average annual turnover of at least ₹25.00 Lakhs during the last three financial years. However, bidders registered under MSME in the relevant category of business shall be exempted from this requirement, subject to submission of valid MSME registration documents to avail the exemption.

**5. Submission of Documents (Mandatory):**

All documents related to the above criteria must be submitted with the bid. Incomplete or missing documentation shall result in disqualification from the bidding process.

**6. Site Visit: -**

Bidders may visit the NID Haryana campus, if a bidder does not undertake the site visit, it shall be deemed that the bidder has inspected the site, understood the complete scope of work, and agrees to execute all works strictly as per the tender terms and conditions. Non-attendance of site visit shall not be accepted as a ground for any claim or deviation at any stage. Further, if the bidder fails to execute the work as per tender scope, the performance guarantee shall be liable for forfeiture.

## **2. Scope of Work**

The selected service provider shall undertake the Comprehensive Annual Maintenance Contract (CAMC) for the three DG sets installed at the institute:

- a) Two DG Sets of 320 KVA each One DG Set of 125 KVA  
Above inclusive of each component of DG sets, batteries, its canopy, insulation and all parts and PLC /automation system installed in Electrical Panel in Electrical Sub-station.
- b) Total Bid Estimated value -Rs. 8,68,100/- (For 3 DG sets for 3 years).
- c) Service provider will have to execute the following immediately after start of contract and complete the same within 1 Month from the start of works and shall be the part of contract and noting extra beyond the contract value will be paid to the service provider.: -  
Ø Repair and maintenance including denting and painting of complete

- canopy for all three DG sets.
- Ø B-check kit for all three DG sets
- Ø Replace Air filter element. for all three DG sets
- Ø Replace Battery, terminal and door locks for all three DG sets.
- Ø Coolant for all three DG sets
- Ø Radiator Cleaning and repair for all three DG sets
- Ø Checking and repair of earthing values for all three DG sets
- Ø Oil transducer and adopter for DG set No. 2-320KVA
- Ø Card relay for (DG set-3-125 KVA)
- Ø Power controller (DG set-3-125 KVA).
- Ø Deep sea controller (320 kva-Tripping issue)

The contract shall include, but is not limited to, the following services:

#### **A. Preventive & Breakdown Maintenance**

1. Monthly preventive maintenance of all DG sets as per OEM recommendations and industry best practices.
2. Regular engine tuning, load testing, and fuel efficiency optimization.
3. Replacement of consumables (Except Diesel for DG set operation): All including engine oil, coolant, filters (oil, fuel, air), belts, hoses, etc, locks, indicators,
4. Battery maintenance, checking electrolyte levels, and ensuring proper charging.
5. Alternator, AVR, and electrical panel maintenance for uninterrupted operation.
6. Inspection & cleaning of air intake, exhaust systems, and silencer.
7. Cooling system maintenance, including radiator cleaning and leak rectification.
8. Diesel tank inspection for contamination and leak detection.
9. Immediate response to breakdown calls (within 4 hours of complaint registration).
10. Quarterly load testing (on actual load) and performance verification.

#### **B. Statutory Compliance & Environmental Norms**

The service provider must fully comply with all applicable Government of India regulations related to air and noise pollution, fuel consumption norms, energy efficiency, and waste management. The following points must be strictly adhered to:

##### **1. Air and Noise Pollution Control**

- a) Comply **and obtain certificate from SPCB/CPCB, if applicable** at the seller's cost for emissions and noise levels, ensuring proper maintenance of enclosures, silencers, and exhaust systems. The buyer may assist in filling/forwarding the application if applicable/required. All related **expenses shall be included in the bid price**. No separate payment will be made.
- b) In the event of expenses being incurred towards installation of any additional equipment or fixtures required to achieve statutory or regulatory compliance, or towards payment of application fees and/or penal charges arising from previous non-compliances, such expenses shall be borne by the Buyer. The Seller shall provide all necessary assistance to the Buyer in ensuring such compliances

##### **2. Energy and Fuel Efficiency**

- a) Ensure optimal fuel usage in operations.

- b) Submit quarterly reports detailing fuel consumption and efficiency performance.

### **3. Waste Disposal Management**

- a) The service provider is responsible for the removal of all operational waste from the institute premises.
- b) Properly dispose of used oil, filters, batteries, and other hazardous materials in accordance with the relevant Rules.

### **C. Spares & Consumables**

- 1. The contractor shall maintain a minimum stock of critical spare parts and consumables.
- 2. Major repair requiring parts - DG set input/output power cable connecting DG set and electrical power panel at Electrical sub-station not covered under CAMC shall be executed only upon prior approval from the institute.
- 3. Genuine/OEM spare parts must be used for replacements.

### **D. Service Reports & Documentation**

- 1. Detailed service reports after every maintenance activity with a checklist.
- 2. Breakdown report mentioning the cause, action taken, and preventive measures.
- 3. Quarterly performance review reports, including operational efficiency and compliance adherence.
- 4. Emergency call logs and rectification reports to be submitted monthly.

## **3. Terms & Conditions**

- i. Contract Period: The CAMC shall be for 3 years with an option for renewal based on satisfactory performance maximum total contract upto 5 years.
- ii. Service Availability: Contractor must provide 24x7 emergency breakdown support.
- iii. Response Time: Maximum 24 hours for emergency breakdowns.

#### **iv. Penalty Clause:**

- a) **Failure to provide service within the stipulated response time of 6 hours will attract a penalty of ₹2,000 per day per DG set.**
- b) **If the DG set remains non-operational beyond 48 hours, an additional penalty of ₹5,000 per day per DG set shall be imposed.**
- c) **In case of non-compliance with statutory regulations leading to legal or financial penalties on the institute, the service provider shall be held accountable and shall bear the entire cost.**
- v. Payment Terms: Payment shall be made quarterly after satisfactory service and submission of invoices with service reports.
- vi. Performance Security: The selected service provider must submit a Performance Bank Guarantee (PBG) of 5% of contract value.
- vii. Termination Clause: The institute reserves the right to terminate the contract with one-month notice if services are found unsatisfactory.
- viii. Jurisdiction: Any dispute arising shall be subject to the jurisdiction of courts in Kurukshetra.
- ix. The standard SLA and Terms & Conditions of GeM shall apply. However, an

y additional Terms & Conditions specified by the buyer shall prevail over the standard SLA and Terms & Conditions of GeM in case of any conflict.

#### **4. Technical Details of DG set**

Parameters	DG Set No. 1	DG Set No. 2	DG Set No. 3
KVA	125	320	320
Phase	3		
kW	100	256	256
Rated Speed(RPM )	1500		
Power Factor(Lag)	0.8		
Frequency	50		
Dg Set Make -Can opy	Kirloskar Electric Co. Ltd(Bliss)		
Engine Make	Greaves Cotton		
Model	KEC-C125-II	KEC-G320-II	KEC-G320-II
Set S.No.		DHG3A0320RS02 A-002	DHG3A0320RS02 A-001
Engine S.No	J1703865	1309121705522	1309121705521
Alternator S.No.	DR431250-16	DA533200-05	DA533200-04
Date of Manufacturing	July, 2017		
Total Running Hrs as on 1.04.2025	818	326	242
Annual Running H rs( 1.04.2024-31. 03.2025)	74.5	90.5	98.21
Fuel Consumed in ltrs from 1.04.202 4-31.03.2025	2512	3966	1536
Last servicing Do ne	20.11.2024		

Service details of last 2 years	Attached as Annexure
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## 8. Service & Support

Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.

## 9. Service & Support

Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.

## 10. Past Project Experience

**Proof for Past Experience and Project Experience clause:** For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc. Proof for Past Experience and Project Experience clause: For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.

## अस्वीकरण/Disclaimer

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

