

बिड दस्तावेज़ / Bid Document

बिड विवरण / Bid Details	
बिड बंद होने की तारीख/समय / Bid End Date/Time	07-09-2026 17:00:00
बिड खुलने की तारीख/समय / Bid Opening Date/Time	07-09-2026 17:30:00
बिड पेशकश वैधता (बंद होने की तारीख से) / Bid Offer Validity (From End Date)	120 (Days)
मंत्रालय/राज्य का नाम / Ministry/State Name	Pmo
विभाग का नाम / Department Name	Department Of Atomic Energy
संगठन का नाम / Organisation Name	Anushakti Vidhyut Nigam Limited
कार्यालय का नाम / Office Name	Mbrapp
शिकायत निवारण के संपर्क विवरण / Contact details of Grievance redressal	HOD Email id :uapanigrahi@ntpc.co.in Buyer Email id: chandrashekhharsoni@ntpc.co.in
वस्तु श्रेणी / Item Category	Hiring of Sanitation Service - Manpower Based Model - Sanitary Attendant; 6; All Areas; All Areas; Daily; 3 , Hiring of Sanitation Service - Manpower Based Model - Supervisor; 6; All Areas; All Areas; Daily; 3 , Collection & Disposal Waste Management Service - Collection, Lifting, Transportation, Unloading, Segregation of garbage; Liquid Waste, Dry Waste
अनुबंध अवधि / Contract Period	2 Year(s)
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	Certificate (Requested in ATC), Additional Doc 1 (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
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?	No

बिड विवरण/Bid Details	
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	1
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
बिड का प्रकार/Type of Bid	Single Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	4 Days
Payment Timelines	Payments shall be made to the Seller within 10 days of issue of service delivery acceptance certificate (SDAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC)
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईएमडी राशि/EMD Amount	106413

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).	27

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित कैटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने हैं। एमएसई कैटेगरी 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.

(c).ईएमडी और संपादन जमानत राशि लाभार्थी के पक्ष में होनी चाहिए। / Earnest Money Deposit (EMD) shall also be accepted by the buyer in the form of a surety bond.

लाभार्थी /Beneficiary :

ANUSHAKTI VIDHYUT NIGAM Limited
MBRAPP, Department of Atomic Energy, ANUSHAKTI VIDHYUT NIGAM Limited, PMO
(Anushakti Vidhyut Nigam Limited)

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/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	100

ट्रेड्स भुगतान संबंधी विवरण/TReDS Payment Details

This Bid provides for Trade Receivables Discounting System (TReDS) as Preferred mode of payment. For MSME sellers, payments may be processed through a TReDS exchange in which the Buyer is registered, subject to applicable policy and regulatory guidelines. Accordingly, sellers intending to avail payment through TReDS are required to be registered with at least one TReDS exchange in which the buyer is registered.

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. 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 100% (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.

6. 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.

Hiring Of Sanitation Service - Manpower Based Model - Sanitary Attendant; 6; All Areas; All Areas; Daily; 3 (8)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Category of Resource	Sanitary Attendant
Number Of Working Days in Week	6
Type of Area	All Areas
Area Inclusions	All Areas
Cleaning Cycle	Daily
Cleaning Frequency	3
Consumables/Equipments and cleaning agents to be provided by	Buyer
Machineries to be provider by	Buyer
Is Geographical presence of the Service Provider registered office is required in the consignee's State	No
Name of states/ UT for geographical presence is required	Not Applicable
एडऑन /Addon(s)	
Consumables/Equipments and cleaning agents to be provided by Service Provider	NA
Machineries to be provider by service provider	NA

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 विशिष्टि दस्तावेज़ /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 Resources	अतिरिक्त आवश्यकता /Additional Requirement
1	Sandeep Prajapati	327001,Mahi Banswara Rajasthan Atomic Power Project, PO Napla, Tehsil Choti Sarwan,	8	- Approx Area in Sq.Ft : 18000 - Minimum Wage Per Month Per Resource (Including ESI,PF,ELDI, PF Admin Charge, and relieving charges if applicable) in INR exclusive of GST : 19616.49

Hiring Of Sanitation Service - Manpower Based Model - Supervisor; 6; All Areas; All Areas; Daily; 3 (1)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Category of Resource	Supervisor
Number Of Working Days in Week	6
Type of Area	All Areas
Area Inclusions	All Areas
Cleaning Cycle	Daily
Cleaning Frequency	3
Consumables/Equipments and cleaning agents to be provided by	Buyer
Machineries to be provider by	Buyer
Is Geographical presence of the Service Provider registered office is required in the consignee's State	No
Name of states/ UT for geographical presence is required	Not Applicable

विवरण/ Specification	मूल्य/ Values
एडऑन /Addon(s)	
Consumables/Equipments and cleaning agents to be provided by Service Provider	NA
Machineries to be provider by service provider	NA

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 विशिष्टि दस्तावेज़ /Additional Specification Documents

परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of Resources	अतिरिक्त आवश्यकता /Additional Requirement
1	Sandeep Prajapati	327001,Mahi Banswara Rajasthan Atomic Power Project, PO Napla, Tehsil Choti Sarwan,	1	- Approx Area in Sq.Ft : 18000 - Minimum Wage Per Month Per Resource (Including ESI,PF,ELDI, PF Admin Charge, and relieving charges if applicable) in INR exclusive of GST : 22773.63

Collection & Disposal Waste Management Service - Collection, Lifting, Transportation, Unloading, Segregation Of Garbage; Liquid Waste, Dry Waste (5)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Scope of work	Collection , Lifting , Transportation , Unloading , Segregation of garbage
Type of waste	Liquid Waste , Dry Waste
Category of Waste	Industrial/Commercial Waste , Food waste , Green Waste
Method of waste collection	Container lifting , Door-to-Door garbage collection
Areas of waste collection	Commercial

विवरण/ Specification	मूल्य/ Values
Scheduling of Garbage collection	Weekly
Frequency of Garbage collection	1
Vehicle Category	Not Specify
Vehicle Monitoring System	Not Required
Distance to dumping location	21- 30kms
State	NA
District	NA
Zipcode	NA
एडऑन /Addon(s)	
Requirement of storage bin	NA
अतिरिक्त विवरण /Additional Details	
Service Days in a month	4
Number of vehicles required	1
Waste Pickup Address	MBRAPP, PO Napla, Tehsil Chhoti Sarwan, Banswara
Waste Disposal location Address	Banswara or notified government place

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 विशिष्टि दस्तावेज़ /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 / Weight of waste collected in a month in Quintal (1 Quintal equals to 100Kgs)	अतिरिक्त आवश्यकता /Additional Requirement
1	Sandeep Prajapati	327001,Mahi Banswara Rajasthan Atomic Power Project, PO Napla, Tehsil Choti Sarwan,	5	N/A

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

1. **Generic**

OPTION CLAUSE 50% : 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, the contract quantity or contract duration can only be increased up to 50 percent. Bidders are bound to accept the revised quantity or duration.

For lumpsum-based service contracts, the buyer may increase the scope of work and contract value up to 50 percent with the consent of the service provider

2. **Purchase Preference (Centre)**

Bid reserved for Make In India products: Procurement under this bid is reserved for purchase from Class 1 local suppliers 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. The minimum local content to qualify as a class 1 local supplier is denoted in the bid document 50%. 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.

3. **Purchase Preference (Centre)**

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, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. 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. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for percentage of 100% of total value.

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. **Payment**

PAYMENT OF SALARIES AND WAGES: Service Provider is required to pay Salaries / wages of contracted staff deployed at buyer location first i.e. on their own and then claim payment from Buyer alongwith all statutory documents like, PF, ESIC etc. as well as the bank statement of payment done to staff.

6. **Buyer Added Bid Specific Scope Of Work(SOW)**

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

7. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

A.	Qualifying Requirement: As per document attached in Buyer Added Bid Specific ATC: Buyer uploaded ATC document Part II Section I
B.	Consortium / Joint Venture/Tie up: Bids submitted by Consortiums or Joint Ventures (J Vs) (unincorporated) shall not be accepted.
C.	Paying Authority: All Tax Invoices/bills shall be raised on "bill to ship to" basis. The billing address and shipping address shall be of "Consignee" with Consignee's GST No. Paying authority shall be as per Gem Contract.
D.	Generic Clause towards Civil Liability for Nuclear Damages: (CLND Act 2010 and Rule 2011) In line with the CLND act section 17(a) and Rule 24 under Civil Liability for Nuclear Damage Rules, 2011: The liability of the seller shall be to the extent of the value of the goods supplied or equivalent to the buyer's liability whichever is lesser And The duration of Seller's liability shall be limited to duration of initial license issued by AERB or the product liability period, whichever is longer. OR Since, Requirement is for PHWR, ASHVINI is the system designer and technology owner, being responsible for safety design of such installations in this tender, ASHVINI shall assume the role of supplier in accordance with the explanation of the term "supplier" given in Rule 24 of the CLND Rules, 2011 and in the context of section 17(a) and (b) of the CLND Act, 2010
E.	<u>For Benefits to MSEs under Public Procurement Policy for MSEs Order 2012</u> <i>"Only Service Providers quoting for services rendered by them shall be eligible for availing benefits under the Public Procurement Policy for MSEs Order 2012. Dealers/ Distributors/ Sole Agents/ Resellers/ Traders/ Stockists will not be considered for benefits under the subject policy and are required to pay requisite EMD as stipulated in the bid document. Seller declaration stating that the offered service will be rendered by them shall be submitted along with bid, at Additional document (Requested in ATC) link only"</i>
F.	GeM GTC stipulates the one bid per bidder conditions under clause no. 29. To ensure compliance to this clause, a declaration as per Appendix - 1 (attached in Buyer added Bid specific ATC document) shall be submitted by the bidder along with the bid.
G.	Undertaking by the bidder (Submission of bid shall mean unconditional and absolute acceptance of the below mentioned undertaking. In case of any deviation to the below mentioned undertaking in part or full, it shall result in disqualification and rejection of bid) 1. I/We have read and examined the Tender/Bid Document (including all the files hyperlinked in Tender/Bid Document viz. GeM GTC, SLA, Scope of Work, ATC, etc. I accept all the conditions

ons.

2. We have neither concealed any information/document which may result in our disqualification nor made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements.
3. I/We undertake that I/We have not been blacklisted / de-registered / holiday listed/debarred/ banned for business dealing /any other term meaning the same by ASHVINI or any other Competent Authority restricting the bidder from participating in tenders of Govt or CPSEs and applicable to ASHVINI as on date of submission of the bids, , either in their individual capacity or in any JV/ Consortium or partnership firm or LLP in which they were members / partners.
4. I/We undertake that I/We am/are not undergoing insolvency resolution process or liquidation or bankruptcy proceeding under Insolvency and Bankruptcy Code, 2016 or as amended from time to time as on date of submission of bid, either in their individual capacity or in any JV/ Consortium or partnership firm or LLP in which they were members / partners.
5. I/we undertake that I/We have not been under Liquidation, Court receivership, Bankrupt or similar proceeding.
6. I/We undertake that I/We am/are not having conflict of interest with one or more parties in this bidding process.
7. I/We undertake that the Work Order submitted for evaluation of work experience has not resulted in banning/any other term meaning the same.
8. I/We undertake and confirm that in case of any default of bid conditions Corporation shall without prejudice to any other right or remedy, be at liberty to forfeit the said Bid Security/EMD absolutely.
9. If I/We, fail to furnish the prescribed Performance Security within prescribed period. I/We agree that the said Corporation

n shall without prejudice to any other right or remedy, be at liberty to forfeit the said Bid Security/EMD absolutely. Further, if I/We fail to commence work as specified, I/We agree that Corporation shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said Bid Security/EMD and the Performance Security absolutely. I/We agree that in case of forfeiture of Bid Security/EMD and/or Performance Security as aforesaid and in the event of deficiency, out of any other money due to Me/Us or otherwise. I/We shall be debarred for participation in the re-tendering process of the work as per GeM Incident Management Policy and/or as per Tender/Contract conditions.

10. I/We agree that as an MSE registered/ Start-up registered bidder or other bidders (which are exempted from EMD/Bid Security as per GeM GTC provisions) who has availed EMD/Bid Security exemption provision, in case of any default of provisions of tender/Bid Document, the Corporation shall be at liberty to deduct an amount equal to Bid Security/EMD out of any other money due to Me/Us or otherwise with Corporation.

11. I/We hereby declare that I/We shall treat the bid documents, drawings and other records connected with the work as secret/confidential documents and shall not communicate information/derived there from to any person other than a person to whom I/We am/are authorized to communicate the same or use the information in any manner prejudicial to the safety of the State.

12. I/We declare that all the information being uploaded by me/us is genuine, authentic, true and valid on the date of submission of tender/bid and if any information is found to be false at any stage of tendering or contract period. I/We will be liable to the penal actions as prescribed in tender/bid document and/or as per GeM GTC.

13. I/We declare that in the preparation and submission of the bid, we have not acted in concert or in collusion with any bidder or other persons and not done any act, deed or thing which is or could be regarded as anti-competitive.

14. I/We authorize Corporation for seeking information / clarification from by bankers, clients having reference in this bid.

15. I/We have uploaded scanned copy of all relevant documents as prescribed in the tender/bid document in support of the information and data furnished by me/us on GeM portal.

16. I/We accept all the undertakings as specified elsewhere in the tender/bid document.

17. I/We confirm that this online agreement will be a part of my bid and if the work is awarded to me /us, this will be a part of our agreement with Corporation.

18. I accept the present and any future revision of ASHVINI procedure for banning of business if applicable as mentioned in Tender/Bid Document) with the bidder/contractor.

19. The bidder declares that none of the documents have been tampered with. In case of tampering of documents, the bids shall be rejected outright and Bid Security/EMD forfeited without prejudice to any other rights or remedies available to Corporation.

20. The person who has uploaded and submitted the tender/bid documents is authorized by the Bidder to upload the bid on its behalf. The Bidder is responsible for all of my acts and omissions in the tender/bid.

21. The documents submitted by the Bidder along with the bid shall be deemed to have signature of the person authorized to bid on behalf of the Bidder.

22. I shall comply with the provision of Anti-Profiteering under GST act.

23. Conditions on Public Procurement from certain countries:

I have read the clause regarding restriction on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that this bidder is not from such a country and does not have any specified Transfer of Technology (ToT) from such a country

or, if it is from such a country or if having specified ToT from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder fulfils all requirement in this regard and is eligible to be considered. (Where applicable, evidence of valid registration by the Competent Authority shall be attached). Moreover, I have not been suspended by GeM due to non-compliance with GFR Rule 144 (xi) i.e., name of Bidder is present in the list (as amended by GeM from time to time) of sellers suspended by GeM due to non-compliance with GFR Rule 144 (xi).

24. In case of Company, I/We undertake that category of work to be tendered is covered under our AOA (Article of Association) and / Memorandum of Association (MOA).

Accordingly, I am empowered to enter into a contract for this tender.

25. In the event of failure of the contemplated negotiations relating to Tender, original tender/offer shall remain open for acceptance on its original terms and conditions and provisions of the original bidding document remain valid and binding on me.

26. I/we confirm that the submission of bid shall mean absolute acceptance of the undertaking. In case of any deviation to of the above mentioned undertaking in part or full shall result in rejection of bid and forfeiture of bid security/ performance guarantee/ retention money.

8. Buyer Added Bid Specific ATC

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

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.

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 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---