

बिड दस्तावेज़ / Bid Document

बिड विवरण / Bid Details	
बिड बंद होने की तारीख/समय / Bid End Date/Time	24-09-2026 16:00:00
बिड खुलने की तारीख/समय / Bid Opening Date/Time	25-09-2026 16:00:00
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 Defence
विभाग का नाम / Department Name	Department Of Defence Production
संगठन का नाम / Organisation Name	Armoured Vehicles Nigam Limited
कार्यालय का नाम / Office Name	*****
शिकायत निवारण के संपर्क विवरण / Contact details of Grievance redressal	HOD Email id : pankajsingh@ord.gov.in Buyer Email id: rameshln.ofb@gov.in
कुल मात्रा / Total Quantity	1812
वस्तु श्रेणी / Item Category	RING PACKING 172.32. 647
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	RING PACKING 172.32.647
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Packing Strip, Nitrile Coated/Nitrile Hand Gloves (V2), Backing Ring, Tennikoit Ring, Single Use Sterile Rubber Surgical Gloves Conforming to IS 13422, Basketball Ring, Surgical Sutures, Towel Ring, Endotracheal Tube - Sterile (Single Use), Wooden Packing Cases
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	Tank Mule MK-4 (Defence)
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / MSE Relaxation for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Relaxation for Years of Experience and Turnover	No

बिड विवरण/Bid Details	
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (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?	No
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	4
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
क्रेता के लिए उपलब्ध आईटीसी/ITC available to buyer	Yes
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)	Yes
Inspection to be carried out by Buyers own empanelled agency	Yes
Type Of Inspection	Post Dispatch
Name of the Empanelled Inspection Agency/ Authority	Board of Officers
Auto CRAC Days	60
Payment Timelines	Payments shall be made to the Seller within 30 days of issue of consignee receipt-cum-acceptance certificate (CRAC) 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

बिड विवरण/Bid Details	
मध्यस्थता खंड/Arbitration Clause	Yes (Arbitration clause document) as per DoE OM No.F.1/2/2024-PPD dated 03.06.2024 Arbitration should not be routinely included in contracts
सुलह खंड/Mediation Clause	Yes (Mediation clause document) as per DoE OM No.F.1/2/2024-PPD dated 03.06.2024 mediation clause should not be routinely included in contracts and pre-litigation mediation can be taken up without any such clause also

ईएमडी विवरण/EMD Detail

आवश्यकता/Required	No
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ईपीबीजी विवरण /ePBG Detail

आवश्यकता/Required	No
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बोली विभाजन लागू नहीं किया गया/ Bid splitting not applied.

एमआईआई खरीद वरीयता / MII Purchase Preference

एमआईआई खरीद वरीयता / MII Purchase Preference	Yes
मेक इन इंडिया विक्रेताओं को खरीद में प्राथमिकता, यदि उनका मूल्य $L1+X\%$ तक की सीमा में है / Purchase Preference to MII sellers available upto price within $L1+X\%$	20
मेक इन इंडिया खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MII purchase preference	50

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

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. Preference to Make In India products (For bids < 200 Crore): Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder 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 no purchase preference shall be granted. 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. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate. The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023 [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017 and its subsequent Orders/Notifications issued by concerned Ministry. Benefits of MSE will be allowed only if seller/service provider is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

2. **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.

3. **Inspection of Stores by Nominated Inspection Authority / Agency of buyer or their authorized representatives**

An independent third party Professional Inspection Body can help buyer in mitigating buyer's risk with pre-dispatch/post-dispatch inspection in order to ensure that equipment, components, solutions and documentation conform to contractual requirements. The buyer has a right to inspect goods in reasonable manner and within reasonable time at any reasonable place as indicated in contract. Inspection Fee/ Charges (as pre-greed between buyer and Inspection Agency) would be borne by the buyer as per their internal arrangement but may be recovered from the seller if the consignment failed to conform to contractual specification and got rejected by the Inspection Officer. If so requested and accepted by the seller, initially seller may pay for inspection charges as applicable and get the same reimbursed from buyer if consignment accepted by the Inspecting Officer. For reimbursement seller has to submit proof of payment to Inspection Agency.

Seller/OEM shall send a notice in writing / e-mail to the Inspecting officer / inspection agency specifying the place of inspection as per contract and the Inspecting officer shall on receipt of such notice notify to the seller the date and time when the stores would be inspected. The seller shall, at his own expenses, afford to the Inspecting officer, all reasonable facilities as may be necessary for satisfying himself that the stores are being and or have been manufactured in accordance with the technical particulars governing the supply. The decision of the purchaser representative /inspection authority regarding acceptance / rejection of consignment shall be final and

binding on the seller.

The Seller shall provide, without any extra charge, all materials, tools, labour and assistance of every kind which the Inspecting officer may demand of him for any test, and examination, other than special or independent test, which he shall require to be made on the seller's premises and the seller shall bear and pay all costs attendant thereon.

The seller shall also provide and deliver store / sample from consignment under inspection free of charge at any such place other than his premises as the Inspecting officer may specify for acceptance tests for which seller/OEM does not have the facilities or for special/ independent tests.

In the event of rejection of stores or any part thereof by the Inspecting officer basis testing outside owing to lack of test facility at sellers premises, the seller shall, on demand, pay to the buyer the costs incurred in the inspection and/or test. Cost of test shall be assessed at the rate charged by the Laboratory to private persons for similar work.

Inspector shall have the right to put all the stores or materials forming part of the same or any part thereof to such tests as he may like fit and proper as per QAP/governing specification. The seller shall not be entitled to object on any ground whatsoever to the method of testing adopted by the Inspecting officer.

Unless otherwise provided for in the contract, the quantity of the stores or materials expended in test will be borne by seller.

Inspecting officer is the Final Authority to Certify Performance / accept the consignment. The Inspecting officer's decision as regards the rejection shall be final and binding on the seller.

The seller shall if so required at his own expense shall mark or permit the Inspecting officer to mark all the approved stores with a recognised Government or purchaser's mark.

If the buyer has mentioned MSE purchase preference in ATC then service provider is required to upload necessary documents for MSE purchase preference for verification by the buyer during evaluation.

RING PACKING 172.32. 647 (1812 pieces)

(क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक/Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

तकनीकी विशिष्टियाँ /Technical Specifications

क्रेता विशिष्टि दस्तावेज़ /Buyer Specification Document	Download
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इनपुट कर क्रेडिट(आईटीसी) तथा रिवर्स प्रभार (आरसीएम)/Input Tax Credit(ITC) and Reverse Charge(RCM) Details

जीएसटी पर इनपुट कर क्रेडिट /ITC on GST	जीएसटी उपकर कर क्रेडिट /ITC on GST Cess
100%	NA

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

क्र.सं./S.No.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	*****	*****Tiruvallur	1812	180

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

1. 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.

2. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

ATC

TE TERMS AND CONDITIONS FOR HVF AVADI

1. Non-Disclosure Declaration Certificate (On Bidder Letter Head) to be uploaded by the firm while submitting their bid.

I M/s. hereby declare that I shall not disclose the contract or any provision, specification plan, design, pattern, sample or information thereof to any third party during and after expiry of contract.

If defying the norms as per the contract a legal action may be taken against me as per the existing Rules.

2. Item is required within 180 days from the date of SO. Item should be supplied as per Specification/Drawing/QAP/QAI.

3. The items are to be supplied as per drawings specifications / QAP, supply order conditions.

4. For all Rubber items, Test Slab & Test Button to be submitted along with supply.

5. Firm should submit Material Test Certificate for all types of material used from NABL accredited Lab.

6. Load Test Certificate to be produced for item like spring wires, rope etc., as per drawings

7. Firm's permanent identification mark name, drawing number, serial number with month and year of Manufacturing should be ensured / Embossed made on the supplied items for Traceability.

8. All instruments and Gauges used by the firm for inspection must be calibrated. Firm should submit the copy of calibration certificate to the inspection officer, Inspection officer will verify the calibration.

bration report of instrument gauges etc.,

9. Firm should submit Guarantee / Warranty Certificate along with the supply. Guarantee / **Warranty Certificate should be for 30 months**

10. On receipt of supply order, firm should confirm the receipt following documents

Drawings (ii) Specifications (iii) TD Book (iv) QAP/QAI (v) ATP wherever applicable.

11. Each and every component of assembly /sub assembly will be checked as per the quality plan /instruction accepted test procedure Drawing & specification.

12. Firm should submit their pre-inspection dimensional physical Chemical reports and performance reports along with call letter.

13. Authorized Inspection Officer deputed for inspection will scrutinize the documents submitted by the firm and carry out inspection as per drawing, specification ATP / QAP / QAI. The inspection will be done as per drawing / QAP as mentioned in TE for supply of the tendered item.

- It is responsibility of the vendor to obtain the copy of QAP and give the statement of compliance that vendor will abide by the QAP in case supply order is placed.
- The vendor has to submit bill of Materials, Material test reports, class 'C' / Endurance test reports (Whenever specified in drawing/TY specification/QAP) and complete pre-inspection report at the time of offering the items for inspection. HVF will commence the inspection only after scrutiny of these documents.

14. Firm should supply the absolute quantity against the supply order. The quantity which is consumed or used during the class 'C' test / Endurance test will be additional quantity for which the cost shall be borne by the supplier.

15. If item found satisfactory, inspection officer will put his inspection mark on the item.

16. Process Audit will be carried out at any time during production of the item.

17. The items will be defaced at HVF in case of getting rejected more than twice for the same reason & HVF is having right to recover a charge for the storage space (as ground Rent) at @ 1% of the cost of material un-cleared, per week or part thereof with maximum ceiling of 10% value of the item, the goods may be confiscated and disposed off as per disposal procedure in vogue after sending a notice and giving 30 working days' time to the firm.

18. Safety Related Points:

i) While processing the raw materials to finished one, all safety precautions as given in the document are to be followed meticulously.

ii) While manufacturing the components/sub-assemblies/assemblies for HVF, proper precautions to be ensured that the surrounding/environment should not be spoiled.

19. All relevant PPE's are to be used by Employees while preparing/manufacturing of goods for HVF.

20. GROUND RENT:

If the material supplied by the vendors is rejected at the factory premises, the vendor is required to lift the rejected material within 30 days of issue of rejection I-Note. HVF have right to recover a charge for the storage space at @1% of the cost of material un-cleared, per week or part thereof, with maximum ceiling of 10% of value of the items.

After lapse of 10 weeks, if it is found that firm has not taken any action for lifting of items, the goods may be confiscated and disposed off as per disposal procedure in vogue after sending a notice and giving 30 working day's time to the firm.

21. The successful bidder has to submit Integrity pact (format enclosed) for the cases more than 04 Crore in prescribed format before concluding the contract.

22. Tender documents (Compliance statement & Smart form e.t.c.) duly filled in are to be submitted positively along with bid.

23. Material to be used as per drawings/specification. If any deviation indicate in your offer.

24. If you are not interested to quote for the above item, you are requested to regret in the portal.

25. Tenderer shall provide bank a/c no. and bank code no. without fail for enable e-payment.

26. Supplier has to quote for free delivery at HVF. No MC note will be provided.

27. No CDEC will be issued by HVF.

28. Liquidated damage @ 0.5% per week and maximum 10% of Basic Price will be imposed for belated supplies beyond original delivery period.

29. Supplier has to lodge Performance Security Deposit (PSD) in the form of Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt from a Commercial bank, Bank Guarantee (including e-Bank Guarantee) from a Commercial bank or online payment in an acceptable form safeguarding the purchaser's interest in all respects. The above may be drawn in favour of "ARMOURED VEHICLES NIGAM LIMITED (AVNL)- HVF, AVADI" for the 3% of contract value on receipt of original supply order within 30 days. PSD is not required for contracts value up to 10 lakhs.

30. The prices quoted by the firms shall be fixed till completion of the contract. If the quotation is submitted with Price Variation Clause, The buyer reserves the right to reject quotations with price variation clause.

31. However, P&F charges, Insurance, Load & Port charges etc., will be added to the basic cost.

32. Basis for Cost Comparison: When the competition is only among the Indian suppliers, the F.O.R Prices at destination, less levies, taxes and duties levied by Central/ State/Local Governments such as GST etc. on final product, should be the basis for ranking of quotations.

33. Commercial Evaluation Criteria: L1 will be determined based on total of basic price exclusive of Central Govt/State Govt/Local bodies' levies such as CGST/SGST/IGST. However, P&F charges, Insurance, Load & Port charges etc., will be added to the basic cost

34. The following list of documents to be submitted along with consignment for making IGP of electrical and mechanical assembly.

- Bill of materials.
- Pre- inspection report (PIR)
- CA/PA implementation certificate.
- Calibration certification of test equipment.
- Material certificate for indigenous items.
- Conformance of certificates for imported items. (Wherever applicable)
- Class 'C' test reports (wherever applicable).
- Undertaking for uses of approved materials/ components as per sop for inspection intimated to suppliers.
- Guarantee/ warranty certificate.
- Minutes of meeting with HVF, if inspection done at supplier premises.

35. Item to be delivered at HVF on free of cost.

36. Payment : Within 30 days from the date of final acceptance of the item at HVF

(Subject to availability of valid PSD if applicable)

37. TDS will be deducted @ 0.1% under Rule 194 Q will be applicable w.e.f. 01/04/2022, if applicable, as per the Act.

38. This is a single / Limited tender enquiry. The offer of established/past suppliers of this particular item and registered with HVF will only be considered. Others offer are not acceptable.

The Budgetary quotation of other bidders will be acceptable only.

39. Offer validity of bids should be 90 days from Bid End Date. Bids received with a lower validity than that of specified in the TE can be treated as invalid bids.

38. No spot payment will be made and the normal payment as per supply order.

40. The consignment received without test samples / test bar/test slab & buttons, packing and identification as applicable along with the consignment shall be rejected without any further communication.

41. Liquidated damage @ 0.5% per week and maximum 10% will be imposed for belated supplies beyond original delivery period.

42. The items will be defaced at HVF in case the supplied item gets rejected more than twice for the same reason.

43. Proper preservatives to be applied to prevent rusting.

44. The Buyer reserves the right to reject / cancel / scrap the Tender Enquiry or change the quantity of tendered item(s) without notifying any reason whatsoever.

45. In case of any dispute, the decision of the Buyer shall be final and binding on all participants in the tender.

46. Any litigation arising out of this Tender Enquiry will be subject to the jurisdiction of Thiruvallur District Court, Thiruvallur, Tamil Nadu.

47. Fall clause & downward trend applicable as per manual

48. All other terms and conditions will be as per AVNLPM 2024.

SPECIAL TERMS AND CONDITIONS:

Sl. No	TE terms	TE terms decided to issue
1	Mode(s) of TE	Limited Tender Enquiry through GEM
2	Offer validity	90 days from Bid End Date
3	Option Clause Type & %	50% Option Clause applicable.
		Indigenous manufacturer should use only Indian equivalent rubber material /CQA (HV) / FKM RUBBER specification mentioned in the drawing.
	Acceptance Criteria	From each batch of rubber mix, test slab of approximately 150 x 150 x 2 mm (3 Nos.) as per the ASTM D3182 and test buttons of Dia. 29 mm and 12.5 mm thickness (6 Nos.) shall be prepared for testing for compliance with the requirement of table -2 of specification No: CQA (HV) / FKM for Fluorocarbon rubber compound and raw material test report / certificate (NABL) should be submitted by the Firm along with every consignment of supplies.
4	Delivery terms	Free delivery at HVF, Avadi
5	Delivery schedule	Within 180 Days from Date of Supply Order

6	Warranty	30 Months from date of receipt & acceptance of items at HVF, Avadi
7	Payment terms	100% within 30 days of receipt & final acceptance at HVF, Avadi
8	Distributions of TE Qty.	100 % on L1 firm
9	Inspection Type	CGM/HVF, Avadi (PDI/ Buyer Premises)
10	Inspection Authority	CGM/HVF, Avadi
11	Inspection Officer	Representative of CGM/HVF, Avadi
12	PSD	Applicable.
13	Any other terms and conditions	a. This is a limited tender enquiry. The offer of established/past suppliers of this particular item and registered with HVF will only be considered. Others offer will not be acceptable. b. The quotation of debarred/Blacklisted suppliers by HVF will not be considered. c. Other terms and condition as per AVNL-PM-2024

3. 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.

[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---