

बिड दस्तावेज़ / Bid Document

बिड विवरण / Bid Details	
बिड बंद होने की तारीख/समय / Bid End Date/Time	25-09-2026 17:00:00
बिड खुलने की तारीख/समय / Bid Opening Date/Time	26-09-2026 17:00:00
बिड पेशकश वैधता (बंद होने की तारीख से) / Bid Offer Validity (From End Date)	30 (Days)
मंत्रालय/राज्य का नाम / Ministry/State Name	Delhi
विभाग का नाम / Department Name	Irrigation And Flood Control Department Delhi
संगठन का नाम / Organisation Name	N/a
कार्यालय का नाम / Office Name	Krishan Kunj
शिकायत निवारण के संपर्क विवरण / Contact details of Grievance redressal	HOD Email id :satish.kmr78@gov.in Buyer Email id: parveendusib.e1@gmail.com
कुल मात्रा / Total Quantity	4
वस्तु श्रेणी / Item Category	Crawler Hydraulic Excavator (V2) (Q2)
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / MSE Relaxation for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Relaxation for Years of Experience and Turnover	No
विक्रेता से मांगे गए दस्तावेज़ / Document required from seller	Certificate (Requested in ATC), OEM Authorization Certificate *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है / Do you want to show documents uploaded by bidders to all bidders participated in bid?	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या / Minimum number of bids required to disable automatic bid extension	2

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

ईएमडी विवरण/EMD Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईएमडी राशि/EMD Amount	680000

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).	12

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

लभार्थी /Beneficiary :

Executive Engineer Mechanical Division IV
Irrigation and Flood Control Department, Nangloi, Delhi, 10041
(Executive Engineer)

UIN Number NCTGC2415P

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

एमएसई खरीद वरीयता/MSE Purchase Preference

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

एमआईआई खरीद वरीयता/MII Purchase Preference	No
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Crawler Hydraulic Excavator (V2) (4 pieces)**तकनीकी विशिष्टियाँ /Technical Specifications**

[* जेम कैटेगरी विशिष्टि के अनुसार / As per GeM Category Specification](#)

विवरण/Specification	विशिष्टि का नाम /Specification Name	बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values)
Generic Parameters	Operating weight	23850.0 Or higher (kilogram)
	Shipping weight	23850.0 Or higher (kilogram)
	Bucket capacity (CuM)	0.45 - 40.0 Or higher (cubic meter)
Engine Parameters	Engine maximum horsepower (Gross Power) at rated RPM (hp)	140.0 - 2000.0 Or higher
Performance Parameters	Maximum digging depth	12040.0 Or higher (millimeter)
	Maximum cutting height	12690.0 Or higher (millimeter)
	Maximum loading height	10400.0 Or higher (millimeter)

Additional Specification Parameters - Crawler Hydraulic Excavator (V2) (4 pieces)

Specification Parameter Name	Bid Requirement (Allowed Values)
Bucket Capacity	0.50 cum (minimum)
Reach at ground level	15.0 m (minimum)

Specification Parameter Name	Bid Requirement (Allowed Values)
Gradability	30° Continuous Climb
Overall height of machine with folded boom	3.50 m (maximum)
Approved Makes	BEML/Hyundai/JCB/TATA Hitachi etc.
Bucket Capacity	0.50 cum (minimum)
Reach at ground level	15.0 m (minimum)
Gradability	30° Continuous Climb
Overall height of machine with folded boom	3.50 m (maximum)
Approved Makes	BEML/Hyundai/JCB/TATA Hitachi etc.
Bucket Capacity	0.50 cum (minimum)
Reach at ground level	15.0 m (minimum)
Gradability	30° Continuous Climb
Overall height of machine with folded boom	3.50 m (maximum)
Approved Makes	BEML/Hyundai/JCB/TATA Hitachi etc.

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

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

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	RAKESH MARWAH	110041, Office of the Executive Engineer, Mechanical Division - I, I and FC Deptt. Near DTC Depot, Nangloi Delhi - 41	4	35

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 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity up to 25% 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. Provisions for workmen compensation, insurance, public liability, property damage, insurance etc. to be

ensured by the contractor. Also, safety measures prescribed for working in Extra High Voltage & use of personnel protective equipment must be adhered to.

3. **Generic**

Manufacturer Authorization:Wherever Authorised Distributors/service providers are submitting the bid, Authorisation Form /Certificate with OEM/Original Service Provider details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid

4. **Generic**

The seller is required to print logo as per buyer's requirement.

5. **Generic**

While generating invoice in GeM portal, the seller must upload scanned copy of GST invoice and the screenshot of GST portal confirming payment of GST.

6. **OEM**

IMPORTED PRODUCTS: In case of imported products, OEM or Authorized Seller of OEM should have a registered office in India to provide after sales service support in India. The certificate to this effect should be submitted.

7. **Service & Support**

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

8. **Service & Support**

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

9. **Inspection**

Nominated Inspection Agency: On behalf of the Buyer organization, any one of the following Inspection Agency would be conducting inspection of stores before acceptance:
Pre-dispatch Inspection at Seller Premises (applicable only if pre-dispatch inspection clause has been selected in ATC):

Buyer and Buyer Approved agency

Post Receipt Inspection at consignee site before acceptance of stores:
Buyer and Buyer Approved agency

10. **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.

11. **Certificates**

To be eligible for award of contract, Bidder / OEM must possess following Certificates / Test Reports on the date of bid opening (to be uploaded with bid):

OEM Authorization Certificate

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12. **Forms of EMD and PBG**

Bidders can also submit the EMD with Account Payee Demand Draft in favour of

Executive Engineer Mechanical Division IV, I&FC Department
payable at
Delhi

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Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

13. **Forms of EMD and PBG**

Bidders can also submit the EMD with Banker's Cheque in favour of

Executive Engineer Mechanical Division IV, I&FC Department
payable at
Delhi

.
Bidder has to upload scanned copy / proof of the BC along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

14. **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

Executive Engineer Mechanical Division IV, I&FC Department
payable at
Delhi

. 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.

15. **Financial Criteria**

NET WORTH: Net Worth of the OEM should be positive as per the last audited financial statement.

16. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

1. The material shall be delivered to the worksite within the NCT of Delhi on working days during the office hours. The contractor will be responsible for watch and ward of the equipment and material brought at site from the date of its start to the date of completion of work/testing and nothing extra shall be paid on this account.
2. The bidder shall be the original equipment Manufacturer/ Authorized representative firm for Hydraulic Excavator with Long Boom with authorization letter from principal supplier (in case of dealer), from India who are legally competent and entitled for entering into contract as per the law of contract prevailing in India.
3. In case of Authorized representative firms, they should submit an authorization letter from the manufacturer.
4. The bidder shall enclose Performance certificates (for "similar equipment") from at least one client of Government/Public Sector Undertakings/Municipal Corporation or any other Govt. agency in India so as to enable I&FC Department to get reference on the performance of the equipment quoted.
5. The bidder should show the machine to the I&FC Department officials for pre-delivery inspection before dispatch, if required and intended by I&FC Department.
6. The Manufacturer of the machine should certify that the machine meets all the technical parameters as specified in the heading "Technical Specifications."
7. The bidder shall submit General arrangement drawing of the equipment, with specifications offered (which should either meet or exceed tender specifications) clearly stating the make and model of the equipment.
8. The net worth of the bidder should be positive.
9. The material supplied under this contract shall be subject to inspection by the Engineer-in-charge. Any manufacturing or workmanship defects in the quality of the material, machines, pointed out by the Engineer-i

n-charge during inspection/ guarantee period shall be made good by the contractor at his own cost, if necessary, by their replacement. In case the contractor fails to do so, it will be got done through any other agency or departmentally at the risk and cost of the contractor.

10. Equipment inspection shall be carried out by authorized representative of I&FC. The duly authorized representative of I&FC shall at all reasonable time have access to the bidder's premises and shall have the power at all reasonable time to inspect and examine the materials and workmanship of the equipment/ machines during manufacturing process or afterwards as may be decided.
11. The bidder shall furnish complete address of premises of his office, godown and workshop where inspection can be made together with name and address of the person who is to be contacted for the purpose.
12. The bidder shall submit complete list of Plant & Machinery details of conforming in-house testing facilities available at the works required for pre-dispatch inspection and testing of the required material/equipment to ensure conformity of the tests required as per the Technical Specifications.
13. The bidder shall make complete arrangement including lodging, boarding, transportation for inspection of the Hydraulic Excavator with Long Boom by I &FC official team before delivery, at factory site. Inspection of the Hydraulic Excavator with Long Boom will also be carried out at Delhi at delivery sites specified by I &FC. If any discrepancy is found in the material supplied and technical specifications approved, the same lot shall be rejected and bidder will collect rejected material within seven days. No claim for the rejected material shall be entertained.
14. An authenticated test certificate in confirmation to the specifications of the tender for which testing at site is not possible has to be produced by the bidder.
15. The bidder shall have to furnish third party inspecting agency certificate as approved by I&FC & all drawings and certificates and Xerox copies of bills of materials which are required and demanded by Engineer-in-charge of I&FC. All the expenses incurred on the third-party inspection shall be borne by the bidder. Articles not approved during inspection or testing shall be rejected and will have to be replaced by the bidder at his own cost within the stipulated time duration and nothing extra shall be paid on this account.
16. The list of fast moving and maintenance spare parts along with O&M Manual and the details of all standard and specialized tools and equipment required shall be submitted by bidder.
17. The successful bidder shall extend technical support for the period of 1 year free of cost.
18. All the items shall be guaranteed/warranted against any manufacturing defects, materials or workmanship for a period of one year from the date of effective delivery (after satisfactory completion of trial run). Defects, if any, shall be removed at no extra cost to the department. In case the pumps/motors or any other item is found defective or not up to the mentioned make same is to be rectified/ replaced immediately.
19. Bidder shall warrant the supply against faulty materials and workmanship for entire Hydraulic Excavator with Long Boom for a period of 12 months from the date of delivery & acceptance of the equipment by I&FC. The Bidder shall correct any defects covered by the warranty immediately on being notified by the purchaser of the occurrence of such defects.
20. Bidder undertakes that the Systems shall be warranted against faulty materials and workmanship and shall conform to the Technical Specifications.
21. The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, within 15 days and with all reasonable speed, repair or replace the defective Goods or parts thereof, without cost to the Purchaser.
22. If the Supplier, having been notified, fails to remedy the defect (s) within the period specified above, the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.
23. The rates shall be inclusive of all expense, duties and taxes such as Transportation, Packing, Forwarding, Transit Insurance charges, Import Duty, Stamp Duty, Port Fee, Sea Freight, G.S.T., Clearing Charge, Govt. statutory taxes/duties etc. and all cost towards installation & commissioning of equipment. Statutory variation and obligation, if any shall be to the seller's account.
24. In Case of any modification or variation or any changes in work or technical specifications done by I&FC Engineer-in-charge, the bidder shall have to follow these changes without any dispute and argument. (No extra cost will be given for the modifications or changes). If I&FC does not purchase or issue work order for an

y of the tender items or purchases less than the quantity indicated in the tender form, the bidder shall not be entitled for any compensation. The indicated quantities may be increased/ decreased depending upon requirement of I&FC Department.

25. In the event of any dispute or difference arising out of this tender /contract, the jurisdiction of the Court shall be Delhi only. While executing the agreement, the Bidder shall be governed at all times by all laws, regulations etc. in force in Delhi State as on date of bidding.
26. In the event of any problem, dispute or difference arising out of or under this contract, the decision of the Chief Engineer, I&FC, Delhi, will be final and binding to the parties to this contract.
27. If the supply is delayed by (1) Force Majeure, (2) Serious losses, damage by fire, (3) Strike, Bandh, Curfew, Rally, Heavy rains, Flood, Cyclone, Earthquake or Natural Calamities occurs, (4) Electricity staggering, (5) Any other case, which is beyond the control of bidder, then the Chief Engineer of I&FC will decide period of extension.
28. If the bidder fails to deliver any or all of the equipment as per the delivery schedule, I&FC shall deduct from the contract price as liquidated damages (Late delivery penalty) calculated without any reference to the bidder. The delay shall include equipment installation (supply, testing, transport and delivery) and commissioning within 15 days of delivery (completion of field tests). The amount of Liquidated damages will however subject to the maximum of 10% of the total contract sum. Delay in excess of 90 days from the scheduled date of delivery may lead to the termination of contract and forfeiture of all deposits and performance guarantee.
29. All the items which are to be supplied as per specifications shall be in accordance to relevant code and all the test/weight/ composition of material should be got executed by the contractor to the entire satisfaction of Engineer-in-charge of work at his own cost. The accessories should be as per specifications which shall be of proper material liable to withstand proper pressures and other requisites, duly painted with approved brand of anticorrosive paint.
30. The contractor will arrange his own T&P and fuel required for the testing of the equipment and nothing extra shall be paid on this account.
31. Conditional tenders are liable to be rejected.
32. The Engineer in charge reserve the right to reject any or all the tenders without assigning any reason.
33. In case there are two or more bidders quoting the same price, I&FC may in such case call all such bidders for sealed negotiations and select the preferred bidder on the outcome of the results from the sealed negotiations. The selection in such cases shall be at the sole discretion of I&FC Department.
34. I&FC will do necessary and required testing of material or any part of entire system, if required, from government approved laboratory, as per instruction of Engineer in Charge for the same and cost of the testing will be borne by the bidder.
35. The Contractor/Vendor /Agency shall be responsible for safety of the all machineries against any sort of losses whatsoever.

The bidder shall have to furnish third party inspection from agency duly approved from govt. (Certificate) as approved by I&FC & all drawings and certificates and xerox copies of bills of materials which are required and demanded by Engineer-in-charge of I&FC. All the expenses incurred on the third party inspection shall be borne by the bidder. Articles not approved during inspection or testing shall be rejected and will have to be replaced by the bidder at his own cost within seven days and nothing extra shall be paid on this account.

FOLLOWING TECHNICAL SPECIFICATION OF HYDRAULIC EXCAVATOR WITH LONG BOOM SHOULD BE COMPLIANCED BY THE OFFERED EQUIPMENT.

S. No	Description	Technical requirement
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1	Scope	Hydraulic Excavator with extended boom length to reach at ground level 15.0 meter (minimum) having bucket capacity of 0.50 cubic meter (minimum) having digging reach on ground level 15.20 meters (minimum) and emission class confirming to the latest emission standard.	
2	Performance Requirement	Hydraulically operated hydraulic excavator has to perform Requirement the following application in various area as stated in scope: i) De-silting. ii)Landscaping iii) Erosion control and prevention iv) Deepening of water way and river bed area v) Maintenance and cleaning of stagnant water in river, ponds, lakes, nallahs, shore lines etc.	
3	Engine	Turbo charged direct Injection liquid cooled diesel engine capable to developing engine power of 97 KW (minimum). Excavator having long reach boom for tracking down on ground areas, the complete unit equipped with fuel pump, lubricating oil pump, air cleaner, cooling fan, direct 12/24 volt electric starting system, alternator, heavy duty radiator and water pump.	
4	Super Structure (Upper Carriage)	Engine cowl and cabin with wind shield for wider viewing and wiper having lubricating system capable to slewing 360° in either direction by hydraulically operated slewing and propulsion.	
5	Operating Specification	a) Bucket capacity	0.50 Cum (minimum)
		b) Reach at ground level	15.0m (minimum)
		c) Travel Speed	3.00 Km/hr (minimum)
		d) Gradability:	30° Continuous climb
		e) Bucket curl at the Tip:	55 KN (minimum)
		f) Stick Crowding Force:	40 KN (minimum)
		g) Operating Weight:	21000 – 25000 Kg
		h) Engine power	97 KW (minimum)
		i) Track length	4.5 meter (maximum)
		j) Overall width	3.30 meter (maximum)
		k) Overall height of machine with folded boom	3.50 meter (maximum)
		m) swing speed	11 rpm (minimum)
		n) swing radius	5.20 meter (maximum)
		o) emission class	conforming to latest emission standard

6	Essential Accessories	a) Fully enclosed steel cabin with window locking service doors and adjustable cushion seat. b) Service hour meter c) Complete instrumentation d) Starter key switch e) 2 working light and cabin light f) Electric horn g) Parking brakes h) Muffler with rain cap if required
7	Operational Accessories (the same shall not be considered for Ranking purpose)	A list of the recommended accessories to be furnished by the tenderer for successful operation at least one year or 2000 hrs.
8	Manual	Manual shall be furnished with each machine as under a) Maintenance Manual 3 sets (minimum) b) Operational manual - 3 sets (minimum) c) Spare Parts catalogue -3 sets (minimum)
9	Maintenance items	Filters, Fan Belts, oils and lubricants and other items required for first items tools 2000 hours of operation , to be supplied as a scope of supply.
10	Tools	List of spares required during the warranty period with prices that is not to be considered in L1 evaluation should be indicated
11	Initial Spare parts	List of spare parts recommended for first 2000 hours of operation with prices valid for a period of one year, to be furnished.
12	Emission class	Conforming to latest emission standards.
13	Safety equipments	As per requirement
14	Proven performance	The Excavator shall be of latest model in production and that has Proven Performance in successful operation
15	Warranty	One year from the date of commissioning

17. Rate Contract

Tax and Duties Toll Tax/ Entry Tax/ Octroi Duty & Local Taxes. No separate payment would be made by the Buyer for Toll Taxes, Entry Taxes, Octroi duty and local Taxes, if any. The Seller should cater for these Taxes/ duties as part of Basic Rate quoted in the Bid.

18. Rate Contract

Packing Material The items will be supplied by the successful bidder in its original packing material and the packing material will not be returned. Weight of packing material will not be included in quantity

supplied and only net weight of the items will be counted. The packing should be of standardized weights of appropriate size. Item will not be accepted in non-standardized weights. Packing Material. The items will be supplied by the successful bidder in its original packing material and the packing material will not be returned. Weight of packing material will not be included in quantity supplied and only net weight of the items will be counted. The packing should be of standardized weights of appropriate size. Item will not be accepted in non-standardized weights.

19. Rate Contract

Material Test Certificate Should Be Sent Along with The Supply. The Material Will Be Checked by Buyer's Lab & the Results of the Lab will be the Sole Criteria for Acceptance of the Item.

20. Rate Contract

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.

21. Rate Contract

Materials shall be guaranteed for 12 months from the date of commissioning or 18 months from the date of supply whichever is earlier.

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 कार्यवाई 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---