बिड संख्या/Bid Number: GEM/2026/B/8172664
दिनांक /Dated: 05-11-2026

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	12-11-2026 09:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	13-11-2026 09:00:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	180 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Defence
विभाग का नाम/Department Name	Department Of Military Affairs
संगठन का नाम/Organisation Name	Indian Navy
कार्यालय का नाम/Office Name	**********
शिकायत निवारण के संपर्क विवरण/ Contact details of Grievance redressal	HOD Email id :cprov-mov@navy.gov.in Buyer Email id: jccoord-mov@navy.gov.in
वस्तु श्रेणी /Item Category	Collection & Disposal Waste Management Service - Collection, Lifting, Transportation, Unloading, Segregation of garbage; Dry Waste
अनुबंध अवधि /Contract Period	2 Year(s)
पिछले 3 वित्तीय वर्षों का बिडर का न्यूनतम औसत वार्षिक वित्तीय टर्नओवर/Minimum Average Annual Turnover of the bidder (For the last 3 Financial Years)	48 Lakh (s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service	2 Year (s)
टर्नओवर पात्रता मानदंड/Turnover eligibility criteria	To be verified by the buyer at the time of technical evaluation
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	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer

बिड विवरण/Bid Details	
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	1
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	1
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
न्यूनतम मूल्य/Floor Price	This bid has been created/published with floor price(minimum value) selected by the Buyer. Service Providers are advised to quote above the minimum floor value.
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

आवश्यकता/Required	No

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).	26

(a).ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए। / EMD & Performance security should be

in favour of Beneficiary, wherever it is applicable.

लाभार्थी /Beneficiary :
Material Superintendent
Material Organisation, Visakhapatnam, Department of Military Affairs, Indian Navy, Ministry of Defence (Material Superintendent)

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

एमआईआई अनुपालन/MII Compliance

एमआईआई अनुपालन/MII Compliance	Yes

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

1. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
2. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.
3. **Purchase preference to Micro and Small Enterprises (MSEs):** Purchase preference will be given to MSEs having valid Udyam Certificate and whose credentials are validated online through Udyam Registration portal as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service, and Buyer will decide eligibility for purchase preference based on documentary evidence submitted in case of product bids, whereas in case of services the eligibility is automatically validated. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 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.
4. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and

for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.
5. Short Duration Bid has been published by the Buyer with the approval of the Competent authority due to Emergency procurement of critical products/services.

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

Scope of work as per Buyer Requirement:1792149103.pdf

Collection & Disposal Waste Management Service - Collection, Lifting, Transportation, Unloading, Segregation Of Garbage; Dry Waste (1200)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Scope of work	Collection , Lifting , Transportation , Unloading , Segregation of garbage
Type of waste	Dry Waste
Category of Waste	Industrial/Commercial Waste , Waste Tires , Municipal Solid Waste
Method of waste collection	undefind
Areas of waste collection	Institutional
Scheduling of Garbage collection	Daily
Frequency of Garbage collection	2
Vehicle Category	Rubbish truck
Vehicle Monitoring System	Not Required
Distance to dumping location	11-20 kms
State	NA
District	NA
Zipcode	NA
एडऑन /Addon(s)	
Requirement of storage bin	NA
अतिरिक्त विवरण /Additional Details	
Service Days in a month	26
Number of vehicles required	2
Waste Pickup Address	Material Origanisation, New Site,Old Site,Ashoka Park & Pallava Park
Waste Disposal location Address	GVMC Dump Yard

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

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

प्राचल/Parameter	मूल्य/Values
कोर / Core	50375

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 / Weight of waste collected in a month in Quintal (1 Quintal equals to 100Kgs)	अतिरिक्त आवश्यकता /Additional Requirement
1	**********	**********Visakhapatnam	1200	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. **Generic**

   Registration / Empanelment Requirement: Contract shall be awarded to only such sellers , who are registered / empanelled / approved / enlisted with

   MSME/NSIC/Defence Orgwniarion for collection & Disposal Waste Managment Services
   for the required goods / service category on the date of bid opening. Prospective bidders (if not already registered), are advised to get themselves registered with the said registration authority before bid opening date. (It is certified that the registration is granted by the registering agency as per Rule 150 of GFR following a fair, transparent and reasonable procedure.)

3. **Service & Support**

   AVAILABILITY OF OFFICE OF SERVICE PROVIDER: An office of the Service Provider must be located in the state of Consignee. DOCUMENTARY EVIDENCE TO BE SUBMITTED.

4. **Service & Support**

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

5. **Service & Support**

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

6. **Certificates**

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

7. **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.

8. **Buyer Added Bid Specific ATC**

   Buyer Added text based ATC clauses

(1) **Past Experience.** The Participating firm are to have Past Experience in similar services of works. The copy of work order and job completion certificate to be provided in tender document as part of proof. Firms with out past experience will be technically disqualified.

(2) **Site Survey**. Firm should undergo the site survey at Material Organsiation to understand the scale and scope of work as the work is of specific nature and should upload theacknowledgement the certificate given by the officer during the site survey. Site Survey will be conducted on 09 Nov **at 1500 hrs at Main Gate, New Site MO(V)**. (All Representatives attending **Site Survey** are directed to carry respective firm's Identity Card)

(3) **Registered Local Office**. The Registered Office of participating firm is required to be located in consignee location to co-ordinate the services uninterrupted and to resolve any issues arising while carrying out contract as per contractual obligations. In support the service provider has to submit documentary proof of office address, with landline / mobile number of the contact person failing which the bid offer will be rejected during technical evaluation.

(4) **Performance Guarantee**. The Bidder will be required to furnish a performance guarantee certificate by way of Bank Guarantee/ FDR through Public or Private Sector banks authorised to conduct government business of a total sum of 5% of the contract value.

(5) **Paying Authority**. No advance payment will be done , payment will be made on monthly basis post completion of supply/ work through CDA(N), Vizag.

(6) **Specifications**. The specifications clause will form part of the contract placed on the successful bidder. The seller guarantees to meet the specifications as per the scope of work and to incorporate the modifications to the existing design configuration to meet the specific requirement of the buyer. The firms are to provide compliance to each parameter as per scope of work failing which firms will be technically disqualified.

(7) **Transportation**. No transportation charges/ separate transport will be provided to the seller. The seller is required to supply the items to the designated location at his own arrangements.

(8) **Quality**. The quality of the services delivered according to the present Contract shall correspond to the technical conditions and standards valid for the deliveries of the same services for the Orgaisation as per work order and shall also include therein modifications of the stores suggested by the Buyer. Such modifications will be mutually agreed to. The Seller confirms that the stores to be supplied under this Contract shall be the existing trained manpower. They will be replaced on mutual agreement between the consigner/ consinee.

(9) **Inspection Authority**. The inspection authority will be departmental officer / officer in charge the mode of inspection will be user inspection.

(10) The conditional quotes will be outrightly will be rejected, part supply / part work quotes will not be acceptable.

(11) Firms are to bid for the entire scope of work and should will the certificate attached in the specification document in the bid and upload along with the other bid documents for technical evaluation. Firms falling to do so are liable for rejection.

(12) Firms not replying to queries based on technical bids within the specified time will be rejected.

(13) **Annual Turnover**. Since the manpower outsourcing services mandate the bidder / firm, being an employer, to pay the salaries to his employees continuously during the period of the contract, the firms need to have strong financial capability to sustain the contract. Hence, the **Average Annual Turnover** required from a prospective bidder be kept as **minimum 200%** of the tender value. In case of any deviation to the same, necessary justification is to be recorded on file.

(14) Buyer reserves all the rights to cancel the bid at any time without specifying the reasons.

(15) **Bid Security Declaration**. Bidders to sign a Bid securing declaration on firm's letter head accepting that if they withdraw or modify their bids during the period of validity or if they are awarded the contract and they fail to sign the contract or to submit a performance security before the deadline defined in the request for bids document they will be suspended for the period of one year (time specified in the request for bids document) from being eligible to submit bids for contracts with entity that invited the bids. The bid declaration as per format be submitted along with other technical documents.

(16) In the matter of any dispute the decision of the buyer of the organisation will be the final.

(17) Submission of execution plan to carry out the contract and escalation matricx document for service support are to be submitted as per format uploaded in the bid along with the other technical documents.

(18) **Non Disclosure Declaration Certificate**. Non Disclosure declaration certificate are to be submitted as per the format uploaded in the bid along with other documents

(19) The contract awarded firm (L1 firm) must submit PBG of the contract within 30 days post award of the contract.

(20) **Poor Performance.** The firm must have successfully completed the work/ services. Any complaint of poor performance from user department against the firm, if noted, the firm will be technically disqualified.

(21) **Acts applicable to Contractors**. The contractor shall remain liable for the payment of all wages and other moneys/ allowances to his work-people or labourers or employees under the Payment of Wages Act, 1936, Minimum Wages Act, 1948, Employer's Liability Acr, 1938, Workmen's Compensation Act, 1923, or any other Act or enactments relating thereto and rules framed thereunder from time to time. The contractor shall also comply with The Factories Act, 1948, The Inter-state Migrant Workmen (Regulation of Employment and Conditions of Service) Act, 1979, Contract Labour (Regulation and Abolition) Act, 1970, The Industrial Disputes Act, 1947, Employees' Provident Funds and Miscellaneous Provisions Act, 1952, The Maternity Benefits Act, 1961, Employees' State Insurance Act, 1947, The Payment of Gratutity Act, 1972, The Payment of Bonus Act, 1965 and The Child Labour (Prohibition and Regulation) Act, 1986 as amended from time to time.

(22) **Safety Equipment**. The contractor shall arrange for necessary safety equipment, including Personal Protective Equipment (PPEs) but not limited to protective clothin, helmets, goggles or other garments or equipment designed to protect the wearer's body from injury or infection, including raincoat or Mackintosh. He shall also ensure judicious use of the same by his employees and such arrangement will be made at his own end and cost, with no additonal liability to the cost arising therefrom to the Government/ Indian Navy. Provided futher that in case of failure to arrange or ensure judicious use of the safety equipment, the contractor should be liable to pay a penality of Rs. 50 for each default deposited to the Government of India vide Military Receivable Order (MRO) within 04 worki

ng days of notifying the default.

(23) **Medical Treatment**. The contractor shall conform generally to the sanitar y requirements of the Local Medical and Health Authorities. In the event of any i njury (major and minor) sustained by his employees in the premises of this esta blishment during execution of work/ course of duty; the contractor shall ensure shifting of employees to the nearest civil hospitals and further treatment to the injured at his own end and cost, with no liability to the cost arising there from to the Government/ Indian Navy. First Aid will be provided by this establishment, a s feasible.

(24) **Reporting of Accidents/ Incidents**. In the event of accident/ incident inv olving any employee of the contractor, within the premises of this establishment, the same should be intimated to the Contract Operating Authorit y by the contractor through the Fastest Available Means (FAM).

(25) **Security Provisions**. The contractor and his employees shall adhere to all local security orders issued by competent authority, from time to time.In additio n, the contractor and his employees shall be subject to the Official Secrets Act 1 923, as amended from time to time.

(26) **Wages and Allowances**. Contractor is required to pay salaries/ wages to his employees working in this establishment at the location first ie on their own and then claim payment from the buyer along with all statutory documents like remittance of PF subscription, ESIC subscription copy of wages slip, along-with a copy of the bank statement remitting wages/ salaries to respective bank accoun t of the employees. Wages paid shall be iaw wage conditions promugated by Go vt of India/ Ministry of Labour and Employment, such that, the minimum wages and related allowances shall be paid as is disseminated by Central Govt/ State Govt/ Local Self Government, whichever being higher. The responsibility of facto ring the same rests with the bidder/ contractor exclusively and will be enforcea ble during currency of the contractor, subject to periodic revision in such promul gated minimum wages. Payments are to be done not later than first week of the following month, for the previous month. Notwithstanding anything to the contr ary, the liability of the Government/ Indian Navy will be restricted to the financia l implication of the contract and no additional liability will be incurred for the sa me towards the contract being operated.

(27) **Non Adherence to the Payment terms**. In case, the contractor fails to make payment of wages and allowance including Bonus to the contractual empl oyees in time as per terms and conditions of the contract, the buyer will have th e right to revoke PBG and process the payment through the employees in additi on to cancel the contract. Firms not fulfilling contractural obligation, despite wa rning letter will be technically disqualified from other tenders due to poor respo nse.

(28) **Levy of Additional Charges**. Any additional charges levied (including but not limited to placement charges, administrative charges, bonus clearing charg es, stationery charges, uniform charges, employee hiring charges, employee ret ention charges, managerial charges or any charges/ fees/ commissions/ contrib ution to this effect) levied by the contractor on his employees provided vide con tract in this establishment, should be unambiguously and categorically included in the bid amount/ financial implication of the contract. The same will be catego rised during awarding of contract and cannot be detected from the wages/ salar ies of the employees if not forming part of the financial implication of the contra ct, otherwise explicitly mentioned. The liability of the Government/ Indian Navy will be restricted to the financial implication of the contract and no additional lia bility will be incurred for the same towards the contract being operated.

(29) **Inspection**. Conformity of the contractor to the provisions stipulated above will be examined by the Contract Operating Authority and / or his authorised representative at any time during currency of the contract. The same is part of post contract evaluation process by competent authority towards assessing the contractor's quality, delivery, commitment and adherence to the safety standards. Non-compliance to the aforementioned provisions shall also invite penalty/ invoking of liquidated damages (LD), as decided by the competent authority.

(30) **Employment**. The employment, as part of this contract, is contractual and the employees cannot claim permanency of employment on grounds of continued tenure. The rights of employment shall be restricted to that of contract employees (irrespective of period of employment) as per extant regulation and the liability of the Government of India/ Indian Navy shall be restricted to that of a principal employer, whatsoever,. The contractor is wholly and severally liable for his employees and the conditions of employment are to be agreed upon by his/ her employees, when employed as part of this contract, with liability of the same mandated to the contractor performing the contract.

(31) **Definition**. The following definitions are considered for the same:-

(a) **Contractor**. "Contractor" means the individual or firm or company whether incorporated or not, undertaking the contract including legal personal representative of such individual or the persons composing such firms or company or the successor of such individual or firm or company or company and the permitted assigns of such individual or firm or company.

(b) **Employee**. Employee/ labour/ worker/ work people mean all personnel employed by the contractor in this establishment, part-time/ full-time, as part of this contract.

(c) **Contract Operating Authority**. Contract Operating Authority (COA) means the Material Superintendent, Material Organisation, Visakhapatnam and/ or his auhtorised representatives assigned to execute/ operate/ supervise/ inspect the work being carried out as part of the contract.

(32) **Risk & Expense clause**.

(a) Should the services or any instalment thereof not be delivered within the time or times specified in the contract documents or if not as per asked services is made in respect of the services or any instalment thereof the Buyer shall after granting the Seller 45 days to cure the breach be at liberty without prejudice to the right to recover liquidated damages as a remedy for breach of contract to declare the contract as cancelled either wholly or to the extent of such default.

(b) Should the services or any instalment thereof not perform in accordance withn the specifications/ parameters provided by the SELLER during the check proof tests to be done in the BUYER's country the BUYER shall be at liberty without prejudice to any other remedies for breach of contract to cancel the contract wholly or to the extent of such default.

(c) In case of a services breach that was not remedied within 45 days the BUYER shall having given the right of first refusal to the SELLER be at liberty to hire services from any other source as he thinks fit other stores of the same or similar description to make good. Such default. In the event of the contract being wholly determined the balance of the services remaining to be provided there under.

(d) Any excess of the purchase price services procured from any other supplier as the case may be over the contract price appropriate to such default or balance shall be recoverable from the SELLER.

(33) **Option Clause and Repeat Order Clause** .

(a) **Repeat Order and Option Clause** . Provision of repeat orser and option clause should not be made as a matter of course in the RFPs as these clauses have an impact on price. Either or both these causes may be provided in the RFP only in exceptional circumstances, where the consumption pattern is not predictable, with the stipulation that while exercising one or both these clauses the overall ceiling of fifty percent of the originally contracted quatity will not be exceeded. Repeat Order and / or Option Clause may be exercised mote than once, provided altogether these orders do not exceed 50% of the orginal order quantity.

(b) **Option Clause**. Under this clause, the Purchaser retains the right to place order for additional quantity up to a maximum of 50% of the originally contracted quantity at the same rate and terms of the contract. Such an option is available during the original period of contract provided this clause had been incorporated in the original contract with the supplier. Quantity after original Delivery Period. This clause may be exercised in case of procurement from single vendor/ OEM also subject to there being no downward trend in prices. However, in multi vendor contracts, great care should be exercised before operating the option clause.

(34) **Fall Clause**. The following Fall Clause will form part of the contract placed on successful Bidder.

(a) The price charged for the services provided under the contract by the Seller shall in no event exceed the lowest prices at which the Seller bids the services or offer to provide services of identical description to ay persons/ organisation including the Buyer or any department of the Central government or any Department of state government or any statutory undertaking the central or state government as the case may be during the period till performance of all supply Order placed during the currency of the rate contract is completed.

(b) If at any time during the said period the Bidder reduces the rates of services provided such services to any person/ organization including the User or any Dept of central Govt. or any Department of the State government or any statutory undertaking the central or state government as the case may be at a rate lower than the rates chargeable under the contract the firm shall forthwith notify such reduction to the User. The existing or previous Rate Contracts as also under any previous services entered into with the Central or State Govt. Depts including their undertaking excluding joint sector companies and / or private parties and bodies.

(c) The Seller shall furnish the following certificate to the Paying Authority along with each bill for payment for supplies made against the Rate contract – “We certify that there has been no reduction in price of the services of description identical to the services have not been offered/ services provided by me / us to any person/ organisation including the Buyer or any department of Central Government or any Department of a state Government or any Statutory Undertaking of the Central or State Government as the case may be upto the date of bill / the date of completion of services being provided agasint all work orders placed

during the currency of the Rate Contract at price lower than the price charged to the government under the contract except for quantity of services".

(35) **Force Majeure clause**.

(a) Neither party shall bear responsibility for the complete or partial non-performance of any of its obligations (except for failure to pay any sum which has become due on account of receipt of goods under the provisions of the present contract) if the non-performance results from such Force Majeure circumstances as Flood Fire Earthe Quake and other acts of God as well as War Military operation blockade Acts or Actions of State Authorities or any othe circumstances beyond the parties control that have arisen after the conclusion of the present contract.

(b) In such circumstances the time stipulated for the performance of an obligation under the present contract is extended correspondingly for the period of time of action of these circumstancs and their consequences.

(c) The party for which it becomes impossible to meet obligations under this contract due to Force Majeure conditions is to notify in written form the other party of the beginning and cessation of the above circumstances immediately but in any case not later than 10 (Ten) days from the moment of their beginning.

(d) Certificate of a Chamber of Commerce (Commerce and Industry) or other competent authority or organization of the respective county shall be a sufficient proof of commencement and cessation of the above circumstances.

(e) If the impossibility of complete or partial performance of an obligation lasts for more than 6 (six) months either party hereto reserves the right to terminate the contract totally or partially upon giving prior written notice of 30 (thirty) days to the other party of the intention to terminate without any liability other than reimbursement on the terms provided in the agreement for the goods received.

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9. **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---