बिड संख्या/Bid Number: GEM/2026/B/8230453
दिनांक /Dated: 03-11-2026

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	23-11-2026 15:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	24-11-2026 15:00:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	120 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Housing & Urban Affairs (mohua)
विभाग का नाम/Department Name	Ministry Of Housing And Urban Affairs
संगठन का नाम/Organisation Name	Delhi Metro Rail Corporation Limited
कार्यालय का नाम/Office Name	Delhi Metro Rail Corporation Limited
शिकायत निवारण के संपर्क विवरण/ Contact details of Grievance redressal	HOD Email id :sp.dhasmana.dmrc@nic.in Buyer Email id: raghwendra.12757.dmrc@nic.in
कुल मात्रा/Total Quantity	150
वस्तु श्रेणी /Item Category	1 mtr long fish plate for 60 kg rail without hole , J-Clamp for Ballastless Track (Suitable for Fish Plate T-1898)
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	J-Clamps for Ballast less track
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Ballasts For Discharge Lamps Conforming To IS 15882, Baton (MHA), Ballasts for Fluorescent Lamps as per IS 1534 (Part 1), Worm Drive Hose Clamps for General Purpose (V2) Conforming to IS 4762, Trackside Indicator Boards and Signages as per IRICEN Manual, Safety Footwear For Railway Trackmen, Bicycle Air Pump Conforming To IS 9225, Animal Health Monitoring Device / Animal Tag
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	• Forged Fish Plate-IS1570 • Pipe Clamps (V2) • Worm Drive Hose Clamps for General Purpose (V2) Conforming to IS 4762
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	Certificate (Requested in ATC),OEM Authorization Certificate,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?	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	Single Packet Bid
प्राथमिक उत्पाद श्रेणी/Primary product category	J-Clamp for Ballastless Track (Suitable for Fish Plate T-1898)
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	3 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

एडवाईजरी बैंक/Advisory Bank	ICICI
ईएमडी राशि/EMD Amount	15002

ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	ICICI
ईपीबीजी प्रतिशत (%)/ePBG Percentage(%)	5.00
ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).	8

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने है। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।/EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.

(b).ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए। / EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

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

लाभार्थी /Beneficiary :

DMRC/CHENNAI UNIT
Delhi Metro Rail Corporation Limited, Ministry of Housing and Urban Affairs, Delhi Metro Rail Corporation Limited, Ministry of Housing & Urban Affairs (MoHUA)
(Delhi Metro Rail Corporation)

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 availabele 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
सार्वजनिक खरीद (मेक-इन-इंडिया को प्राथमिकता) आदेश 2017 के अनुसार केवल क्लास 1/क्लास 2 के स्थानीय आपूर्तिकर्ताओं को ही भागीदारी की अनुमति है दिनांक 16.09.2020 (समय-समय पर संशोधित एवं लागू) / Allow participation only from Class 1/Class 2 local suppliers as per the Public procurement(Preference to Make-in-india) order 2017 date 16.09.2020(as amended and applicable time to time)	No, we have got exemption from competent authority as defined in Dept of Expenditure OM dated 28.5.2020 : DOE Order (as amended and applicable time to time)

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

1. Preference to Make In India products (For bids > 200 Crore) (can also be used in Bids < 200 Crore but only after exemption by competent authority as defined in Deptt of Expenditure OM dated 28.5.2020): 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. 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.

1 Mtr Long Fish Plate For 60 Kg Rail Without Hole (50 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

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	Bagyesh K	600035,CMRL HQ, 327, Anna Salai, Nandanam Metro Stn, Chennai	50	45

J-Clamp For Ballastless Track (Suitable For Fish Plate T-1898) (100 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

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	Bagyesh K	600035,CMRL HQ, 327, Anna Salai, Nandanam Metro Stn, Chennai	100	45

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 (Increased quantity ÷ Original quantity) × 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

1. Items are strictly required as per s per detail mentioned in the specifications document and bidders hav e to submit the compliance of BOQ specification. Any firm deviating from the details in the specification do cument, offer of such firm would be summarily rejected.

2. Bidders have to mention the warranty terms clearly in their offer. Required standard warranty terms is" 18 months from the date of supply or 12 months from the date of installation/commissioning whichever is earlier.

3. Bidders are required to submit certificate from the OEM along with the bid regarding the percentage of l ocal content of the item offered against this bid.

.1 Delivery address (Civil & Track Department.)

DMRC CMRL Poonamallee metro depot,

Poonamallee, Chennai-600056.

2.2 Delivery person and contact number:

Shri. Bagyesh Bhaskar

Contract Number: 9400000164

Shri Athiraman

Contact person: Supervisor/TRACK-9212111708

2.5 Payment terms:

a) Payment shall be made after successful delivery of material and after issuance of suitability from user d epartment.

b) Payment shall be made through DMRC Vendor Payment Portal after submission of Invoice (* Buyer and Consignee GST number is 33AAACD3254A2ZF). and necessary document.

c) In order to facilitate contract management and ensure timely processing of requests made by the vendo r, DMRC has implemented the Vendor Payment Portal that will allow the vendor to register themselves, rai se payment request, modify vendor information and request variation in contract. The portal will provide u pdates to the vendor and DMRC of the current status of the process and help to ensure timely action. * Bu yer and Consignee GST number is 33AAACD3254A2ZF.

To register on the portal, follow these steps:

1. Go to : https://vpp.dmrc.org
2. Click on vendor sign up button
3. Enter the required contract information and contract details.
4. The information about nodal officer may be obtained from engineer-in-charge.
5. Click on submit button.
6. You will get the message “Your request has been sent to the nodal office for verification. Once verified, you will receive notification via email and sms”.

In case of any queries, click the help button on the landing page:

1. Queries can be sent on the following email ID: vpp.support@dmrc.org
2. User manual is available by clicking the button; “Download vendor user manual” on the help page.

2.6 Performance Security:

The Performance Security shall be for 10% of Contract Price in the currency in which the C ontract Price is payable. The Performance Security shall be furnished to the Employer withi

n 30 (thirty) days of issue of the Letter of Acceptance. The form of Performance Security is appended below. The required Performance Security for the sum mentioned above may be submitted in any one of the following forms: -

a) Bank Draft in favor of "Delhi Metro Rail Corporation Ltd.", payable at "New Delhi" f rom a Scheduled Commercial Bank based in India, Or

b) Irrevocable Bank Guarantee in the prescribed format appended below, issued by a Scheduled Commercial Bank based in India or from a branch in India of a Scheduled Foreign Bank. The Bank Guarantee must be issued on the Structured Financial Messa ging System (SFMS) platform. A separate invoice of the BG will invariably be sent by the issuing bank to the Employer's bank through SFMS. The details of Employer's ba nk are as under: -

ICICI BANK LTD 9A, Phelps Building, Connaught Place, New delhi-1 10001. IFSC Code; ICIC0000007

The bank guarantee issued on the SFMS platform shall only be acc eptable to the Employer.

Following codes are to be used by the issuing bank for the purpose mentioned belo w:

Issuance & Amendment of Bank Guarantee

Code	Purpose
MT760/ I FN760	Bank Guarantee Issuance
MT767/IFN767	Bank Guarantee Amendment

Confirmation of Issuance & Amendment Bank Guarantee

Code	Purpose
IFN760 COV	Confirmation of Bank Guarantee Issuance
IFN767 COV	Confirmation of Amendment in Bank Guarantee

The Bank Guarantee issued on the SFMS platform shall only be acceptable to the Employe r.

Bank Guarantee issued on the SFMS platform with any other code other than mentioned a bove for the purposes shall not be acceptable to the Employer.

In case of JV/Consortium, the requirement of Performance Security shall be distributed bet ween/among the members as per their percentage participation. The constituent member s shall submit Performance Security (as per their % participation in JV/ Consortium) from th eir respective bank accounts. Performance Security executed from the bank accounts of JV /Consortium or any other bank account shall not be accepted. The Performance Guarantee should be valid for a period of 06 (six) months beyond the date of completion of Project.

2.7 The Tenderer has to furnish other Guarantees, Undertakings, and Warranties, in accordanc e with the provisions of the General Conditions of Contract of Contract.

2.8 Failure of the successful Tenderer to comply with the requirements of paragraphs **2.6 and 2.7** above shall constitute sufficient grounds for the annulment of the award and forfeiture of the Tender Security.

2.9 **Delivery conditions**: Within 2 days from the date of issue of supply instruction by consign ee and in case of urgency, firm has to deliver the material within 24 hours. Firm shall deliver the material at consignee delivery locations mentioned in Buyer Specification Docu ment. Firm shall supply the diesel at DMRC site by their vehicle which shall have ***measuri ng device.***

FORM OF PERFORMANCE SECURITY (GUARANTEE) BY BANK

On Non judicial Stamp Paper of appropriate value

1. This deed of Guarantee made this day of_____(Month &Year) between Bank of.....(hereinafter called the "Bank") of the one part, and Delhi Metro Rail Corporation Limited (hereinafter called "the Employer") of the other part.

2. Whereas Delhi Metro Rail Corporation Limited has awarded the contract for _____ (Name of Work) (hereinafter called "the Contract") to _____(Name of the Contractor) (hereinafter called "the Contractor").

3. AND WHEREAS the Contractor is bound by the said Contract to submit to the Employer a Performance Security for a total amount of Rs._____(Amount in figures and words).

4. Now we the Undersigned_____(Name of the Bank) being fully authorized to sign and to incur obligations for and on behalf of and in the name of _____ (Full name of Bank), hereby declare that the said Bank will guarantee the Employer the full amount of Rs._____(Amount in figures and Words) as stated above.

5. NOW THEREFORE, we hereby affirm that we are the Guarantor and responsible to you, on behalf of the contractor and we hereby unconditionally, irrevocably and without demur undertake to immediately pay to the Employer upon first written demand and without cavil or argument, any sum or sums within limits of _____ _____ (Amount of Guarantee) as aforesaid without reference to the Contractor and without your needing to prove or show grounds or reasons for your demand for the sum specified therein. The Bank shall pay to the Employer any money so demanded notwithstanding any dispute/disputes raised by the Contractor in any suit or proceedings pending before any Court, Tribunal or Arbitrator/s relating thereto and the liability under this guarantee shall be absolute and unequivocal.

6. This Guarantee is valid till _____. (The initial period for which this Guarantee will be valid must be for at least six (6) months longer than the completion period of work.)

7. At any time during the period in which this Guarantee is still valid, if the Employer agrees to grant a time extension to the Contractor or if the Contractor fails to complete the Works within the time of completion as stated in the Contract, or fails to discharge himself of the liability or damages or debts as stated under Para 5, above, it is understood that the Bank will extend this Guarantee under the same conditions for the required time on demand by the Employer and at the cost of the Contractor.

8. The Bank agrees that no change, addition, modification to the terms of the Contract Agreement or to any documents, which has been or may be made between the

   Employer and the Contractor, will in no way release us from the liability under this

   Guarantee and the Bank, hereby, waives any requirement for notice of any such change, addition or modification to the Bank.

9. The Guarantee hereinbefore contained shall not be affected by any change in the Constitution of the Bank or of the Contractor.

10. The neglect or forbearance of the Employer in enforcement of payment of any moneys, the payment whereof is intended to be hereby secured or the giving of time by the Employer for the payment hereof shall in no way relieve the bank of their liability under this deed.

11. The expressions “the Employer”, “the Bank” and “the Contractor” hereinbefore used shall incl ude their respective successors and assigns.

12. Notwithstanding anything contained herein:
    (a) Our liability under this bank guarantee shall not exceed Rs. _____ _(Rupees _____)

    (b) This Bank Guarantee shall be valid upto _____.
    (c) We are liable to pay the Guarantee amount or part thereof under this Bank Gu arantee only & only if you serve upon us a written claim or demand on or before _____.

In witness whereof I/We of the bank have signed and sealed this guarantee on the

_____day of _____(Month & Year) being herewith duly authorized.

For and on behalf of the_____Bank

Signature of authorized Bank official

Name :..... Desi
gnation : .....
I.D. No.:.....
Stamp/Seal of the Bank
Signed, sealed and delivered for &on behalf of the Bank by the above named ..... in the presence of: -

Witness – 1	**Witness - 2**
Signature:.....	Signature:.....
Name:.....	Name:..... ...
Address:.....	Address:..... .....

Note: -

1. The stamp papers of appropriate value shall be purchased in the name of Bank, who issu es the ‘Bank Guarantee’
2. The ‘Bank Guarantee’ shall be from the Scheduled Commercial Bank based in India, accep table to Employer.
3. The ‘Bank Guarantee’ must be issued on the Structured Financial Messaging System (SFM S) platform.
4. A Separate copy of the BG has to be sent by issuing bank to the Employer’s bank through SFMS. The details of Employer’s bank are as under:
5. ICICI BANK LTD 9A, Phelps Building, Connaught Place, New delhi-110001. IFSC Code; ICIC0000 007
6. Following codes are to be used by issuing bank for the purpose mentioned below: -

Issuance & Amendment of Bank Guarantee

Code	Purpose
MT760/ I FN760	Bank Guarantee Issuance
MT767/IFN767	Bank Guarantee Amendment

Confirmation of Issuance & Amendment Bank Guarantee

Code	Purpose
IFN760 COV	Confirmation of Bank Guarantee Issuance
IFN767 COV	Confirmation of Amendment in Bank Guarantee

7. Bank Guarantee issued on the SFMS platform with any other than mentioned above for the purpose shall not be acceptable to the Employer.

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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---