

**Bid Document/ बिड दस्तावेज़**

<b>Bid Details/बिड विवरण</b>	
<b>Bid End Date/Time/बिड बंद होने की तारीख/समय</b>	05-06-2025 17:00:00
<b>Bid Opening Date/Time/बिड खुलने की तारीख/समय</b>	05-06-2025 17:30:00
<b>Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)</b>	90 (Days)
<b>Ministry/State Name/मंत्रालय/राज्य का नाम</b>	Ministry Of Civil Aviation
<b>Department Name/विभाग का नाम</b>	Ai Engineering Services Limited
<b>Organisation Name/संगठन का नाम</b>	Ai Engineering Services Limited
<b>Office Name/कार्यालय का नाम</b>	Ai Engineering Services Limited
<b>क्रेता ईमेल/Buyer Email</b>	bala.murali.esl@nic.in
<b>Item Category/मद केटेगरी</b>	Refilling of Industrial Gases in Cylinders
<b>Contract Period/अनुबंध अवधि</b>	1 Year(s)
<b>Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष</b>	2 Year (s)
<b>Past Experience of Similar Services required/इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है</b>	Yes
<b>MSE Exemption for Turnover/टर्नओवर के लिए एमएसई को छूट प्राप्त है</b>	Yes
<b>Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट</b>	No
<b>Document required from seller/विक्रेता से मांगे गए दस्तावेज़</b>	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),OEM Authorization Certificate,Additional Doc 1 (Requested in ATC),Additional Doc 2 (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
<b>Do you want to show documents uploaded by bidders to all bidders participated in bid?/</b>	Yes
<b>Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया</b>	No

Bid Details/बिड विवरण	
Type of Bid/बिड का प्रकार	Two Packet Bid
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days
Estimated Bid Value/अनुमानित बिड मूल्य	34240
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation
Financial Document Indicating Price Breakup Required/मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है	Yes
Arbitration Clause	No
Mediation Clause	No

#### EMD Detail/ईएमडी विवरण

Required/आवश्यकता	No
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#### ePBG Detail/ईपीबीजी विवरण

Required/आवश्यकता	No
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#### MII Compliance/एमआईआई अनुपालन

MII Compliance/एमआईआई अनुपालन	Yes
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#### MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. If the bidder is a Micro or Small Enterprise (MSE) as per latest orders issued by Ministry of MSME, the bidder shall be exempted from the eligibility criteria of "Bidder Turnover" as defined above subject to meeting of quality and technical specifications. If the bidder itself is MSE OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking exemption from Turnover, shall upload the supporting documents to prove his eligibility for exemption.

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 as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the

bid in respect of the offered service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price. The buyers are advised to refer to 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 the credentials of the service provider are validated on-line in GeM profile as well as validated and approved by the Buyer after evaluation of submitted documents.

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. Past Experience of Similar Services: The bidder must have successfully executed/completed similar Services over the last three years i.e. the current financial year and the last three financial years(ending month of March prior to the bid opening): -

1. Three similar completed services costing not less than the amount equal to 40% (forty percent) of the estimated cost; or
  2. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cost; or
  3. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost.
6. Short Duration Bid has been published by the Buyer with the approval of the Competent authority due to Emergency procurement of critical products/services.

#### **Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा**

**Scope of Work:**[1748343577.pdf](#)

**Any additional documents/Terms and Conditions to be mentioned by Buyer:**[1748343759.pdf](#)

#### **Refilling Of Industrial Gases In Cylinders ( 168 )**

#### **Technical Specifications/तकनीकी विशिष्टियाँ**

Specification	Values
<b>Core</b>	
Type of Industrial Gases	Nitrogen Gas
Unit of Measurement	Cubic Meter
<b>Addon(s)/एडऑन</b>	
Repair/Replacement of Damaged Cylinder Valves	NA
Repair/Replacement of Defective Cylinder Spindles	NA
Hydro Testing of Cylinder	NA
Painting of Cylinders	NA
Repair/Replacement of Cylinder Cap/Guards	NA
Repair/Replacement of Neck Ring	NA
Repair/Replacement of Gland Nut	NA
Removal of Oil traces	NA
Painting of Labels on cylinder	NA
Chemical Wash of Cylinder	NA

Specification	Values
Purging of Cylinders	NA
Additional Testing of Cylinders	NA
Cylinder Pre Conditioning	NA

#### Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

#### Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Estimated Quantity (as per Unit of Measurement selected by buyer in the bid parameters)	Additional Requirement/अतिरिक्त आवश्यकता
1	Senthilkumar Krishnasamy	560300,AI ENGINEERING SERVICES LIMITED, BENGALURU INTERNATIONAL AIRPORT, BENGALURU - 560300	168	N/A

#### Refilling Of Industrial Gases In Cylinders ( 4 )

#### Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values
<b>Core</b>	
Type of Industrial Gases	TRANSPORTATION OF N2 CYLINDERS (TO AND FRO) CONSIDER UNIT CuM as PER TRIP (YEARLY 4 TRIPS REQUIRED )
Unit of Measurement	Cubic Meter
<b>Addon(s)/एडऑन</b>	
Repair/Replacement of Damaged Cylinder Valves	NA
Repair/Replacement of Defective Cylinder Spindles	NA
Hydro Testing of Cylinder	NA
Painting of Cylinders	NA
Repair/Replacement of Cylinder Cap/Guards	NA
Repair/Replacement of Neck Ring	NA

Specification	Values
Repair/Replacement of Gland Nut	NA
Removal of Oil traces	NA
Painting of Labels on cylinder	NA
Chemical Wash of Cylinder	NA
Purging of Cylinders	NA
Additional Testing of Cylinders	NA
Cylinder Pre Conditioning	NA

#### Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

#### Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Estimated Quantity (as per Unit of Measurement selected by buyer in the bid parameters)	Additional Requirement/अतिरिक्त आवश्यकता
1	Senthilkumar Krishnasamy	560300,AI ENGINEERING SERVICES LIMITED, BENGALURU INTERNATIONAL AIRPORT, BENGALURU - 560300	4	N/A

#### Refilling Of Industrial Gases In Cylinders ( 2190 )

#### Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values
<b>Core</b>	
Type of Industrial Gases	REQUIRED 6 CYLINDERS FOR RENTAL (6 CYL 365 DAYS) CONSIDER UNIT CuM as, PER DAY RENTAL FOR EACH CYLINDER IN THIS CASE ONLY
Unit of Measurement	Cubic Meter
<b>Addon(s)/एडऑन</b>	
Repair/Replacement of Damaged Cylinder Valves	NA
Repair/Replacement of Defective Cylinder Spindles	NA
Hydro Testing of Cylinder	NA

Specification	Values
Painting of Cylinders	NA
Repair/Replacement of Cylinder Cap/Guards	NA
Repair/Replacement of Neck Ring	NA
Repair/Replacement of Gland Nut	NA
Removal of Oil traces	NA
Painting of Labels on cylinder	NA
Chemical Wash of Cylinder	NA
Purging of Cylinders	NA
Additional Testing of Cylinders	NA
Cylinder Pre Conditioning	NA

#### Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

#### Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Estimated Quantity (as per Unit of Measurement selected by buyer in the bid parameters)	Additional Requirement/अतिरिक्त आवश्यकता
1	Senthilkumar Krishnasamy	560300,AI ENGINEERING SERVICES LIMITED, BENGALURU INTERNATIONAL AIRPORT, BENGALURU - 560300	2190	N/A

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

##### 1. Generic

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

## 2. Generic

Actual delivery (and Installation & Commissioning (if covered in scope of supply)) is to be done at following address

AI Engineering Services Limited, Airside Engineering Building,  
Opposite Alpha-3, Kempegowda International Airport,  
Devanahalli, Bangalore 5 6 0 3 0 0 Karnataka.  
Contact person: 9448055992  
(Mr. K. Senthil Kumar, Dy.GM(E), AIESL)

## 3. Generic

**Bidder financial standing:** The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

## 4. Generic

Bidders shall quote only those products (Part of Service delivery) in the bid which are not obsolete in the market and has at least 2 years residual market life i.e. the offered product shall not be declared end-of-life by the OEM before this period.

## 5. Generic

**Consortium:** In case of Contracts, wherein the seller alone does not have necessary expertise, the seller can form consortium with other sellers for submission of the bid, with one of the consortium company as leader. However, each and every member of the consortium shall be equally responsible for the complete execution of the project contract. An undertaking to this effect is to be uploaded with bid.

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

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

## 7. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

### 1. GENERAL TERMS & CONDITIONS

1. "AIESL" as used in the Tender document means 'AI Engineering Services Limited'.
2. The "Bidder, Party, Prospective bidder, vendor, as used in the Tender document, shall all mean the company/firm/business entity submitting the quotation in response to AIESL tender notice.
3. The "Successful Bidder" as used in the Tender document, shall mean the company, firm and business entity on whom the PO is released in full or part by AIESL.
4. The Tender shall mean the present tender issued by AIESL.
5. The individual signing the tender (or) other documents in connection with the tender must certify whether he/she signs as: "Sole Proprietor" of the firm OR A partner of the firm Or as Constituted attorney/authorized signatory / Power Of Attorney etc., of the company / business entity etc., as the case may be.
6. Also, **A certified true copy of authorisation for the individual to sign the Bid Document** should be attached / enclosed with the Technical Bid.
7. The vendor **shall not transfer in whole (or) any part of the PO to another** once the PO is awarded. If the ownership of the bidder is changed or modified, in any manner or degree, directly or indirectly, to another, the responsibilities would then be on /with the new owner of the company.

## **8. Exit and Termination Clauses of the Contract:**

- a) AIESL is not committed to uplift the entire quantity ordered for.
- b) **If it is found that the PO is transferred to some other agency** then the PO will be cancelled, in to-to without any liability on AIESL, apart from imposing penalty as deemed fit and necessary.
- c) **In case of unsatisfactory performance or breach of any clauses of the PO** , AI would issue a **notice of up-to 30 days to the party to rectify the problem / breach and improve the performance. If the required corrective action is not taken, then** AIESL shall be at liberty to cancel the PO by providing **another 30 days written notice.**
- d) **Both AIESL and the Contractor** shall be at **liberty to terminate this PO by providing to 90 days written notice to the other party** for any reason including change in situation/circumstances, etc. In such an event, the terminated party shall have no right to claim compensation/damages, etc. from the terminating party on account of early termination. However, both the parties shall duly comply with their respective obligations during the **90 Days notice period** and thereafter, shall discharge the obligations arising out of the PO till the termination.
- e) AIESL reserves the right to terminate / cancel the order partially or fully without notice in case of **major violations of the terms of the PO by way of criminal actions, fraud, misbehaviours, sexual assault, serious thefts, security** related issues etc.,

## **2. GROUNDS FOR REJECTION OF BIDS:**

- a) Technical and Price bids should be submitted simultaneously.
- b) The Bid shall stand rejected if the Bidder submits an incomplete Bid, i.e., where only the Technical or only the Price Bid is received.
- c) The Technical Bid should not contain any indication of the price related to the Price Bid. In case an indication of such price quoted is included in the Technical Bid, the Bid will be rejected without any reference to the Bidder. No correspondence will be entertained in this regard.
- d) Bids received through Fax or Email (in encrypted or other forms) will not be considered.
- e) Bids received after Due Date/Time shall not be considered.
- f) The bids are liable to be rejected forthwith, i.e., without being evaluated, on the following grounds:
  - i. If only the technical bid has been received and the Commercial bid has not been received, and vice versa.
  - ii. If the Tender has been received by email or fax or in any other manner instead of on-line bids.
  - iii. If the Tender has not been signed by the authorized signatory of the Bidder. (Signed by any key managerial personnel or an officer of the company duly authorized by the Director/Partner/Proprietor in this behalf).



- iv. If the bidder's response is not received in required format as mentioned in the tender document.
  - v. If the information given in response to the bid to the Tender is incomplete, ambiguous, without requisite supporting documents, unverified, unattested, and/or submission of illegible copies or unexplained materials and/or bids not received as per the desired formats & bidding instructions.
  - vi. If the price bid indication has been provided in the technical bid.
  - vii. If the bid is not presented neatly and corrections if any are not duly authenticated with full authorized signatures of the person who has signed the bid document. (Signed by any key managerial personnel or an officer of the company duly authorized by the Director/Partner/Proprietor in this behalf).
  - viii. If the bid has been received without the undertaking of acceptance of all terms & conditions
  - ix. If the bid (technical/price) is incomplete.
  - x. The above list is only illustrative and there can be other relevant grounds of rejection of bids.
- g) In case of any variation, in the documents/data submitted by the Bidder in support of the Technical Bid and in comparison, with the original documents during technical evaluation, the Bids of such Bidder would be out-rightly rejected/disqualified during technical evaluation of Tender.
  - h) If the price indicated in the Price Bid is Conditional.
  - i) In case the Bidder being an MSME unit as specified in Clause 17, fails to submit a copy of the relevant MSME certificate and the required Bid Security Declaration Form along with the technical bid
  - k) AIESL, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
    - i. Suspend and/or cancel the Bidding process and/or amend and/or supplement the Bidding process or modify the dates or other terms and conditions relating thereto.
    - ii. Consult with any Bidder to receive clarification or further information.
    - iii. retain any information and/or evidence submitted to the AIESL by, on behalf of, and/ or concerning any Bidder; and/ or
    - iv. Independently verify, disqualify, reject, and/or accept all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.

It shall be deemed that by submitting the Bid, the Bidder agrees and releases the AIESL, its employees, agents, and advisers, from any and all liability for claims, losses, damages, costs, expenses, or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection with the Bidding process and waives, to the fullest extent permitted by applicable laws, any and all rights and/ or claims it may have in bid, whether actual or contingent, whether present or in future.

## **VIII) Errant Bidders:**

In case the L1 vendor is not awarded the PO due to any mistake committed by them in their bid or withdrawal of bid or varying any term thereof leading to re-tendering, such bidder shall be debarred from participation in the next tender. In such cases, AIESL also reserves the right to debar such vendor for a longer period and/or at other locations of AIESL as deemed fit necessary.

**IX) Payment Terms:**

- a) Duly Certified Original Bills, in triplicate, shall be submitted to **Dy.GM (LM)**, Bengaluru **with the correct / appropriate GST No.**
- b) AIESL shall make payment through ECS for the undisputed amount **within 60 days** of the submission of the certified Bills after deduction of TDS, GST-TDS, penalties and any other charges, if any, recoverable.

**X) Fall Clause:**

- a) Successful vendor should pass on the benefits of fall in prices due to change in input cost, raw material prices, concessions availed, Govt. levies, or for any other reasons.
- b) Similarly, in case the vendor supplies the item at a lower rate to other organizations, during the validity period of the PO, and having same specifications, qty., payment term, terms and conditions etc., then they should supply the item to AIESL also at the same lower rate from the date of the lower rate being applied to the other organizations. In case, it is observed that the vendor has not passed on such lower rates to AIESL from the applicability period, then the vendor should reimburse the difference of amount for the services provided during such period.
- c) The onus of informing AIESL about the fall in rates rests with the Service provider.

**XI) Option Clause:**

To take care of any change in the future requirement during the contract period, AIESL reserve the right to increase or decrease required services to the limit of 25% (Twenty-five percent)/ +/- without any change in terms and conditions and prices quoted by the bidders.

**XII) Loading criteria in case of deviation would be applied as under:**

In case of deviation with regard to **commencement of services beyond the period** mentioned in the tender, the price bid of the bidder would be **loaded @ 0.5% per week** or part thereof.

**XIII) PENALTY Clause:**

In case of non-compliance of laid down terms & conditions, the following penalty will be imposed on their bill/ SD/BG as deemed fit and necessary by AIESL.

1. Supplies not meeting the technical specification/parameter, quality and or deficient in any other respect would be liable for rejection at the time of inspection and returned to the vendor at their cost.
2. If non-compliances to the Specifications are observed after acceptance of supply, then vendor will also have to replace the entire balance lot on free of charges basis. This however, does not prevent AIESL from imposing suitable penalty for the substandard supply.
  3. LD/penalty for delayed delivery would be @ 0.5% per week or part thereof of the value of the undelivered portion of the goods or services (excluding taxes and delivery charges) subject to a maximum of 10% of the value of the undelivered part. This will be recovered from the invoice of the delivered consignment of the vendor from the amount due to the vendor against any invoice. This will be done after due advance notification to the vendor.
  4. At the time of delivery / acceptance of the item / goods if it is found that the items / goods so delivered is not as per the specification given in the Contract/PO then AIESL reserves the right to reject the entire lot and get the entire quantity replaced free of cost by the vendor. The standard penalty for delayed supplies @ 0.5% per week or part thereof, subject to maximum of 10% would be applicable from the original delivery schedule.
  5. However, in case of exigencies where such items are required to be accepted for minor deviations from the specifications of the Contract/PO, due to the possibility of services being affected then depending on the extent and nature of the deviations, such consignment may be accepted at the sole discretion of AIESL by imposing an appropriate penalty subject to a maximum of 15% of the invoice value of the lot.
  6. In case of any complaint on the quality issue at the time of use of the item / goods by AIESL or any other stakeholders of AIESL after acceptance of the delivery then depending on the nature and extent of the deficiency, AIESL reserves the right to impose appropriate penalty on the total value of the lot supplied, subject to maximum of 15% on the invoice of the consignment / lot.
  7. In case of any complaint from passengers or any other stake holder's vendor will indemnify AIESL against any claims for damages or legal action initiated in this regard. Additionally, depending on the gravity of the complaint an appropriate penalty on the total invoice value of the lot supplied, subject to a maximum of 15% may be levied by AIESL.
  8. If no remedial action to the satisfaction of AIESL user department has been taken and complaints continue to persist regarding quality issues then based on the recommendations of the user department, AIESL reserves the rights to cancel the Contract / PO and take appropriate penal action / debar the vendor from participating in the next tender / black list the vendor for 3 years as deemed fit depending on the merit of the case.

### **3. SPECIFIC TERMS AND CONDITIONS**

1. AIESL QC team may visit your premises for inspection and check whether the industrial standard is maintained.
2. Vendor should provide the following along with every supply, as per the industrial standard.
  - a) Purity Certificate for the products.
  - b) HST Certificate (HST done on and due on) for cylinder and submit the same

with every supply being made.

- c) Refilling done on for every cylinder.
- d) Batch Number for every cylinder.
- e) Adhesive stickers (white/yellow/ suitable color), in addition to certificates, with above details to be affixed on the cylinders.
- f) Cylinder Serial numbers and HST done and due on dates shall be mandatorily painted Legibly on every cylinder.
- g) N2 Cylinders must be properly painted and good in condition

- 3. Rates will be firm during the validity period of contract 1 year and extendable by another year on same rates, terms and conditions on mutual consent of both the parties.

4. Commencement of Contract:

The successful bidder to make supply within 3 days of receipt of contract/purchase order and contract/PO has to be confirmed in 1 day after receipt of the same.

- 5. Supply is subject to our inspection and approval. Delivery must be made within one day from the receipt of our requirement notification, to the address mentioned above.
- 6. The quantities indicate is approximate one and information will be given as per actual operational requirement/consumption. AIESL is not committed to uplift the entire order quantity.
- 7. **Penalty for Delayed Deliveries:** You have to adhere to the agreed delivery schedule, in case of delay in delivery; penalty for late delivery will be charged at the rate of 1/2% (half percent) per week or part thereof of the value of delayed supplies, subject to a maximum of 10% (ten percent) of the value of delayed supplies. In the event of the continued delayed supply, the AIESL., reserves the right to cancel the Purchase Order, and to take appropriate necessary action in its interests.
  - a) AIESL reserves the right to **increase/decrease the qty to the extent of 25%** of the tendered qty at the same rate, terms and conditions of the tender/contract/PO.
  - b) Bidders should **take above points in to considerations before / while submitting their bid.**
  - c) **The rates quoted shall be as applicable to Govt. Institutions/PSUs.**

8. **Buyer Added Bid Specific ATC**

## Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. 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.
16. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
17. 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 catalogs 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 within 4 days of bid publication on GeM. 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 are mandated to ensure compliance with all the applicable laws / acts / rules including but not limited to all Labour Laws 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. Any non-compliance will be treated as breach of contract and Buyer may take suitable actions as per GeM Contract.**

This Bid is governed by the [General Terms and Conditions/सामान्य नियम और शर्तें](#), 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 General Terms and Conditions/सामान्य नियम और शर्तें is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

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./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।

**---Thank You/धन्यवाद---**