

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	24-08-2026 15:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	24-08-2026 15:30:00
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 Social Justice And Empowerment
विभाग का नाम/Department Name	Department Of Empowerment Of Persons With Disabilities
संगठन का नाम/Organisation Name	N/a
कार्यालय का नाम/Office Name	Gwalior
शिकायत निवारण के संपर्क विवरण/ Contact details of Grievance redressal	HOD Email id :deputydirector-cds@gov.in Buyer Email id: aao-gwl.cds@gov.in
वस्तु श्रेणी /Item Category	ANNUAL MAINTENANCE SERVICES FOR WATER PURIFICATION AND CONDITIONING SYSTEM (Version 2) - Potable water purification system with inbuilt water cooler.; upto 3; PACKAGE-5 : Water purifier and conditioning system maintenance involving basic servicing, f.. , ANNUAL MAINTENANCE SERVICES FOR WATER PURIFICATION AND CONDITIONING SYSTEM (Version 2) - Water Cooler 80 litre voltas; upto 3; PACKAGE-5 : Water purifier and conditioning system maintenance involving basic servicing, filters, membranes, All electrica..
अनुबंध अवधि /Contract Period	1 Year(s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service	3 Year (s)
वर्षों के अनुभव के लिए एमएसई को छूट प्राप्त है / MSE Relaxation for Years Of Experience	Yes Complete
वर्षों के अनुभव के लिए स्टार्टअप को छूट प्राप्त है / Startup Relaxation for Years Of Experience	Yes Complete
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Experience Criteria,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 दस्तावेजों 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
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
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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).	14

(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 :

Director
GWALIOR, Department of Empowerment of Persons with Disabilities, N/A, Ministry of Social Justice and

Empowerment
(Director, Centre For Disability Sports, Gwalior)

UIN Number NCTGC2415P

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

एमआईआई अनुपालन/MII Compliance

एमआईआई अनुपालन/MII Compliance	Yes
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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. If the bidder is a Micro or Small Enterprise as per latest orders issued by Ministry of MSME, the bidder shall be relaxed from the eligibility criteria of "Experience Criteria" as defined above subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Experience Criteria, shall upload the supporting documents to prove his eligibility for Relaxation.
2. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed from the the eligibility criteria of "Experience Criteria" as defined above subject to their meeting of quality and technical specifications. The bidder seeking Relaxation from Experience Criteria, shall upload the supporting documents to prove his eligibility for Relaxation.
3. 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.
4. **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.
5. 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.

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

Detailed description such as Model, Brand , capacities, associated accessories etc, of the assets to be covered under the AMC:As per ATC

ANNUAL MAINTENANCE SERVICES FOR WATER PURIFICATION AND CONDITIONING SYSTEM (Version 2) - Potable Water Purification System With Inbuilt Water Cooler.; Upto 3; PACKAGE-5 : Water Purifier And Conditioning System Maintenance Involving Basic Servicing, F.. (11)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Annual maintenance contract (AMC) for kind of water purification/ conditioning System Category	Potable water purification system with inbuilt water cooler.
Vintage of water purification / conditioning System covered under the service (Yearly)	upto 3
Type of AMC Package	PACKAGE-5 : Water purifier and conditioning system maintenance involving basic servicing, filters, membranes, All electrical parts including pump and compressor
एडऑन /Addon(s)	

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

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	No
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अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

प्रेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Quantity	अतिरिक्त आवश्यकता /Additional Requirement
1	Bhoopendra Singh Tomar	474015,Atal Bihari Vajpayee Training Centre for Disability Sports - Gwalior Opposite IIITM Morena Link Road GWALIOR	11	N/A

ANNUAL MAINTENANCE SERVICES FOR WATER PURIFICATION AND CONDITIONING SYSTEM (Version 2) - Water Cooler 80 Litre Voltas; Upto 3; PACKAGE-5 : Water Purifier And Conditioning System Maintenance Involving Basic Servicing, Filters, Membranes, All Electricals.. (8)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Annual maintenance contract (AMC) for kind of water purification/ conditioning System Category	Water Cooler 80 litre voltas
Vintage of water purification / conditioning System covered under the service (Yearly)	upto 3
Type of AMC Package	PACKAGE-5 : Water purifier and conditioning system maintenance involving basic servicing, filters, membranes, All electrical parts including pump and compressor
एडऑन /Addon(s)	

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

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	No
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अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

प्रेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Quantity	अतिरिक्त आवश्यकता /Additional Requirement
1	Bhoopendra Singh Tomar	474015,Atal Bihari Vajpayee Training Centre for Disability Sports - Gwalior Opposite IIITM Morena Link Road GWALIOR	8	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. Buyer Added Bid Specific ATC

Buyer uploaded ATC document [Click here to view the file.](#)

3. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

Additional Terms and Conditions (ATC)

Contract Period: 1 Year from the date of Award of Contract

Location: Atal Bihari Vajpayee Training Centre for Disability Sports, Gwalior.

Total Fleet: Blue Star RO with Water Coolers 50 litre – 11 Nos. and

Voltas Water cooler 80 litre - 08 Nos.

1. Performance Security & PBG Waiver (As per GeM Guidelines)

- **PBG Exemption:** As per the General Terms and Conditions (GTC) of the Government e-Marketplace (GeM) and prevailing public procurement guidelines, the requirement for a Performance Bank Guarantee (PBG) is **completely waived off** for contracts with an estimated financial value **not exceeding ₹5 Lakhs (Rupees Five Lakhs)**.
- **Performance Safeguard:** While no upfront physical or electronic PBG (ePBG) is required from the winning bidder at the time of award, satisfactory completion of services will be monitored strictly via quarterly performance metrics before payouts.
- **Default Clause:** In the event of a total breach of contract, service abandonment, or repeated failure to adhere to the technical SLAs, the competent financial authority at CDS Gwalior reserves the right to terminate the contract, blacklist the vendor from future bids on the GeM portal, and clear pending dues using retained running bills.

2. Bidder Pre-Qualification Criteria (Past Experience)

- **Minimum Experience:** The bidder must have a minimum of **three (03) years of experience** in executing similar Comprehensive Annual Maintenance Contracts (CAMC) for water purification and cooling systems.
- **Eligible Sectors:** This experience must be within Central Government organizations, State Government bodies, Public Sector Undertakings (PSUs), or Autonomous Academic Institutions.
- **Documentary Proof:** The bidder must submit self-attested copies of Work Orders, GeM Contracts, and corresponding Satisfactory Performance Certificates issued by clients as evidence of this 3-year track record.

3. Earnest Money Deposit (EMD) & MSME Exemption [5]

- **EMD Requirement:** Bidders must submit an Earnest Money Deposit (EMD) for the amount specified in the main tender notice to ensure bid security.
- **Policy Exemption:** Micro and Small Enterprises (MSEs) registered with the Ministry of MSME, National Small Industries Corporation (NSIC), or startups recognized by DPIIT are **exempted from paying EMD**.
- **Exemption Proof:** To claim this benefit, the bidder must upload a valid, self-attested copy of their Udyam Registration Certificate or NSIC registration card. The certificate must clearly state that they are registered for relevant services (e.g., repair and maintenance of machinery/appliances).

4. MANDATORY SITE INSPECTION

- a) **Mandatory Site Inspection:**
All intending bidders are required to inspect the site/premises of **Atal Bihari Vajpayee Training Centre for Disability Sports (ABV-TCDS), Gwalior**, where the water coolers and RO systems covered under this tender are installed, before submission of their bids.
- b) The purpose of the site inspection is to enable the prospective bidder to assess the **number, type, make/model, condition, location, installation arrangement, accessibility, technical requirements and other site-specific requirements** relating to the Annual Maintenance Contract (AMC) of the water coolers and RO systems.
- c) The bidder shall be responsible for obtaining all necessary information and satisfying itself regarding the site conditions and the scope of work before submitting its bid. No claim arising out of the bidder's failure to inspect the site or to ascertain the actual site conditions shall be entertained at a later stage.
- d) **Proof of Site Inspection:**
The bidder shall obtain a **Site Inspection Certificate** from the authorized officer of the Centre after completing the inspection. The duly signed Site Inspection Certificate shall be uploaded/submitted along with the technical bid in the prescribed manner.
- e) **Mandatory Eligibility Condition:**
Completion of site inspection and submission of the prescribed Site Inspection Certificate shall be treated as a **mandatory condition of the tender**. Bids submitted by bidders who fail to undertake the mandatory site inspection and/or fail to submit the required Site Inspection Certificate along with their technical bid shall be treated as **non-responsive and shall not be considered for further stages of the bidding process**, including technical evaluation/financial bid opening, as applicable.
- f) **No Relaxation:**
The requirement of mandatory site inspection shall apply uniformly to all participating bidders. The Centre reserves the right to verify the authenticity of the Site Inspection Certificate and to reject any bid where the certificate is found to be false, incorrect or not duly authenticated.
- g) **No Financial/Technical Claim:**
Any bidder submitting a bid shall be deemed to have examined and understood the site conditions, existing equipment and requirements of the AMC. The bidder shall not subsequently raise any claim for additional payment, variation in rates or modification of the quoted rates on the ground of inadequate knowledge of the site or existing installation.
- h) The bidders may inspect the site **on any working day during the bid submission period and during the office working hours**, as per their convenience. No specific date or time shall be prescribed by the Centre for site inspection.
- i) However, bidders intending to undertake the site inspection shall **inform/contact the concerned authorized official of the Centre in advance** and obtain confirmation regarding the proposed date and time of their visit, so as to facilitate access to the premises and the equipment covered under the tender.

- j) The bidder shall make its own arrangements for visiting the site and shall ensure completion of the site inspection **before submission of its bid.**

5. Location-Specific Operational Clauses

- **Dual-Zone Mapping:** The 19 assets are split across the **Hostel Building** and the **Admin Building** of CDS Gwalior. The vendor must submit two distinct service charts mapping out the exact location and serial number of each machine across these two sectors before the contract begins on 01.09.2026.
- **Hostel Sector Sensitivity:** Work inside student/occupant living areas within the Hostel Building must be conducted strictly between **09:00 AM and 05:00 PM**. Technicians must minimize disruption and always obtain counter-signatures from the Hostel Warden or designated caretaker.
- **Admin Sector Security:** Maintenance in the Admin Building must be pre-coordinated with block in-charges to ensure executive operations face zero downtime.

6. Turnaround Time & Liquidated Damages

- **Strict Turnaround:** Any technical breakdown reported in either building must be acknowledged within 4 hours. Complete rectification must happen **within 24 hours**.
- **Penalty Deductions:** If a unit sits out of service beyond 24 hours, a penalty of **₹500 per day per asset** will be deducted directly from the vendor's quarterly running bill.
- **Extended Failures:** If a unit requires workshop repairs taking over 48 hours, the vendor is legally obligated to set up a temporary, functional standby RO and water cooler setup in its place at no auxiliary expense to CDS Gwalior.

7. Mandatory Consumables & Brand Integrity

- **Pre-scheduled Overhauls:** All 11 Blue Star units and 08 AO Smith systems must undergo a complete replacement of sediment filters, pre-carbon filters, and post-carbon filters **at least twice** during the contract cycle.
- **Membrane Replacement:** RO membranes must be replaced instantly if water testing shows the Total Dissolved Solids (TDS) have crossed the maximum permissible ceiling line of 150 ppm.
- **Genuine Parts:** All replacement components (compressors, filters, membranes, thermostats) must be genuine brand-authorized parts matching the respective **Blue Star** and **AO Smith** OEM specifications.

8. SCOPE OF WORK:

1. To keep the ROs and water coolers in running condition through-out the contract period.
2. To carry-out servicing of ROs at least once a month. However, initial service of all the ROs will be completed within 15 days from the date of commencement of the contract.
3. To carry-out Recharge process of water softeners once a fortnight, wh

ich includes Fill, Brining, Brine Rinse, Backwash and Fast Rinse.

4. To have preventive weekly checking of all the ROs along with mechanical cleaning of tanks of water coolers, wherever RO water is supplied through water coolers.
5. To maintain TDS of water from RO systems within the specified limits and to submit monthly TDS reports of all the units, along with bills.
6. The Comprehensive Maintenance Contract is for preventive as well as for break down maintenance and includes repair and replacement of the following parts free of charge during the CMC Period:-
 - a) All kinds of Filters
 - b) Anti Scaling chemical and other such consumables for proper functioning of ROs.
 - c) Carbon
 - d) Compressor
 - e) Membrane
 - f) Relay
 - g) Thermostat
 - h) Transformer
7. All spare parts and consumables (imported or otherwise) required for keeping ROs in running condition, would be provided by the contractor. In case the same is not available with them, it would be imported / procured by the contractor on their own.
8. Replacement of pre-filter candle will be made at least once a quarter during the CMC period.
9. Replacement of activated carbon at least once a quarter during the service contract period.
10. Replacements of sedimentation filter, carbon filter, membrane at least once a quarter, or as and when required.
11. Repair of the electrical parts and electric motor provided for the RO System, including replacement of parts and rewinding whenever required.
12. Free replacement of worn-out/exhausted parts like Ultra-violet Lamp, On-off switch, controlling PC, RO system and inlet/outlet pipe with new parts during the periodical servicing or breakdown visits during the service contract period.
13. All worn-out or old parts shall be the property of the CDS Gwalior.
14. All parts should comply ISI, ISO or equivalent certification, wherever applicable and have to be approved by the authorized officer of the ABV TCDS. In case it is found at any stage during the CMC period that sub-standard/inferior quality items supplied, necessary action will be taken against the firm, including premature termination of contract, forfeiture

e of performance security and debarring them for participating in future tender process.

15. During the contract period, the complaints should be attended within 24 hours and for this purpose, the contractor will be required to deploy its at least one technical personnel in the campus during working hours.
16. If the contractor fails to attend the complaint within 24 hours, a penalty @ Rs. 500/- per day per unit will be imposed, which will be recovered from the next bill of contractor.
17. During the contract period, defects, if any, occurs in the RO units, shall be rectified by the contractor free of cost.
18. All repair works shall be carried-out by the contractor in the premises of the ABVTCDS. Only such work, which cannot be executed in the premises, shall be allowed to be done outside, with prior permission of the competent authority of the ABVTCDS.
19. All the repairs, replacement and maintenance, preventive check-up/cleaning of cooler tanks shall be made by the contractor with due intimation to the incharge of said building/department/unit and written report (s) will be got signed from them, which will be submitted along with quarterly bill(s).
20. The ABVTCDS will not pay extra amount towards labour wages, ESI, EPF, uniform, badges etc.

9. GENERAL CONDITIONS OF CONTRACT

1. The contract shall be valid for a period of 12 months from the date of award.
2. The ABVTCDS reserves the right to terminate the contract forthwith at any time during the period of contract, without assigning any reason or in the case of poor performance of the contractor.
3. This Notice inviting tender shall form a part of the contract document having binding effect on the successful bidder.
4. The successful bidder contractor shall also be required to furnish performance security @ 5% of the contract value, if the contract value exceeds ₹ 5,00,000/- in the form of Bank Draft or Fixed Deposit in the name of Director, ABVTCDS, Gwalior. The said performance security shall be refundable on successful/satisfactory completion of contract period or extended period, if any. No interest shall be payable on such refund.
5. The bidder shall quote their rates as per various terms and conditions given in the tender document. All the required material and labour will be provided by the contractor.
6. The competent authority of the ABVTCDS reserves right to accept the whole or any part of the tender and the contractor shall be bound to perform the same at the quoted rates.

7. The competent authority of the ABVTCDS also reserves the right to split/combine the tender for award of contractor to the qualified/eligible bidder for different capacities of RO Systems, on the basis of rates quoted by them and looking to feasibility for the same.
8. The sub-contracting shall not be allowed.
9. If the contractor withdraws during the period of contract or fails to perform the work as per contract up to the satisfaction of the ABVTCDS, or commits breach of any of the terms and conditions of contract, then the ABVTCDS shall have right to forfeit EMD and/or performance security, as the case may be, by giving 1 (one) month written notice of termination, to the contract. In addition, the ABVTCDS shall have the right to blacklist the contractor.
10. All the working staff deployed by the contractor shall be courteous and well behaved and will not consume alcohol during the working hours, as also, within the premises of the ABVTCDS.
11. The contractor will not be entitled for any compensation due to enactment of any law / regulation etc. during the currency of the contract.
12. All Taxes on materials or any element of this contract shall be payable by the contractor and the ABVTCDS will not entertain any such claim whatsoever in this respect. The contractor's rates shall cater to all such taxes.
13. The ABVTCDS will deduct income tax and any other tax applicable, at source from all the payments made to the contractor under this contract, in accordance with the provisions of IT Act or any other law as applicable from time to time.
14. The contractor will be responsible to bring to immediate notice of the Concerned designated officer/staff of ABV-TCDS, Gwalior any abnormal functioning or faulty operation of any equipment and take timely steps to avoid breakdown/disruption.
15. The contractor shall be responsible for any damage to the equipment, machinery or system on account of negligence/fault of the contractor's authorized staff and the same will have to be made good at his risk and cost.
16. In the event of any dispute between the ABVTCDS and contractor, the Arbitrator shall be appointed by the Director, ABVTCDS, Gwalior and the matter shall be referred to so appointed Arbitrator, whose decisions shall be binding and final.
17. Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited and the tenders submitted by the bidders, who resort to canvassing, will be liable to rejection.
18. Any dispute arising out of the contract between the ABVTCDS and contractor, shall be subject to the territorial jurisdiction of Gwalior. The Director CDS can cancel the bid at any time without quoting any reason.

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 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---