

बिड दस्तावेज़ / Bid Document
बिड विवरण / Bid Details

बिड बंद होने की तारीख/समय /Bid End Date/Time	25-05-2026 17:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	25-05-2026 17:30:00
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 Education
विभाग का नाम/Department Name	Department Of Higher Education
संगठन का नाम/Organisation Name	Delhi University
कार्यालय का नाम/Office Name	Vallabhbhai Patel Chest Institute
वस्तु श्रेणी /Item Category	Custom Bid for Services - Publishing and Online management of Indian Journal of Chest Diseases of Allied Sciences on quarterly basis
समान श्रेणी/Similar Category	<ul style="list-style-type: none"> E-content Service Subscription Based Model
अनुबंध अवधि /Contract Period	1 Year(s)
टर्नओवर के लिए एमएसई को छूट प्राप्त है / MSE Relaxation for Turnover	Yes Complete
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Relaxation for Years of Experience and Turnover	No
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Certificate (Requested in ATC),Additional Doc 1 (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.
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेन्ू 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

बिड विवरण/Bid Details

दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	10
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	3
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	5 Days
अनुमानित बिड मूल्य / Estimated Bid Value	775000
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है / Financial Document Indicating Price Breakup Required	Yes
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईएमडी राशि/EMD Amount	23250

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). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित कटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने हैं। एमएसई कटेगरी 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.

लभार्थी /Beneficiary :

Director

Vallabhbhai Patel Chest Institute, University of Delhi, Department of Higher Education, Delhi University, Ministry of Education, Delhi - 110007
(Director, Vpci)

दोली 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 को खरीद में प्राथमिकता, यदि उनका मूल्य $L1+X\%$ तक की सीमा में हो / Purchase Preference to MSE OEMs available upto price within $L1+X\%$	15

1. If the bidder is a Micro or Small Enterprise (MSE) as per latest orders issued by Ministry of MSME, the bidder shall be relaxed 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 relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover, shall upload the supporting documents to prove his eligibility for Relaxation.
2. 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 QM 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 online in GeM profile as well as validated and approved by the Buyer after evaluation of submitted documents.
3. 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.
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.

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required**GEM Availability Report (GAR):**[1777444086.pdf](#)**Introduction about the project /services being proposed for procurement using custom bid functionality:**[1777890468.pdf](#)**Instruction To Bidder:**[1777890501.pdf](#)

Pre Qualification Criteria (PQC) etc if any required:[1777890516.pdf](#)

Scope of Work:[1777890544.pdf](#)

Payment Terms:[1777890555.pdf](#)

Penalties:[1777890568.pdf](#)

Quantifiable Specification / Standards of The Service/ BOQ:[1777890579.pdf](#)

Project Experience and Qualifying Criteria Requirement:[1777890627.pdf](#)

Any other Documents As per Specific Requirement of Buyer -1:[1777890671.pdf](#)

Any other Documents As per Specific Requirement of Buyer -2:[1777890684.pdf](#)

Undertaking of Competent Authority is mandatory to create Custom Bid for Services. Please download standard format document and upload:[1777890843.pdf](#)

Educational Qualification including Profile of SME/Consultants /Professional Resources /Technical Resources if they are part of Project .:[1777890964.pdf](#)

Custom Bid For Services - Publishing And Online Management Of Indian Journal Of Chest Diseases Of Allied Sciences On Quarterly Basis (1)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	Publishing and Online management of Indian Journal of Chest Diseases of Allied Sciences on quarterly basis
Regulatory/ Statutory Compliance of Service	YES
Compliance of Service to SOW, STC, SLA etc	YES
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 दस्तावेज /Additional Specification Documents

परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	Quantity	अतिरिक्त आवश्यकता /Additional Requirement
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क्र.सं./S.No.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	Quantity	अतिरिक्त आवश्यकता /Additional Requirement
1	Sunil Kumar	110007,VALLABHBHAI PATEL CHEST INSTITUTE, NORTH CAMPUS, OPPOSITE SHRI RAM COLLEGE OF COMMERCE, UNIVERSITY OF DELHI	Project / Lumpsum Based	N/A

क्र.सं. द्वारा जोड़ी गई बिड की विशेष शर्तें/**Buyer Added Bid Specific Terms and Conditions**

1. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

TERMS AND CONDITIONS

- High quality workmanship and timely publishing and management of the journal are the essence of the contract. The contract can be terminated if these conditions are not strictly adhered to.
- The rates quoted in the tender and accepted by the Institute from the successful bidder after finalization, shall remain valid for (01) One Year from the date of issue of Purchase Order. This period may be extended for additional Two years with same quoted rates and terms and conditions, subject to satisfactory report from the User Department and high-quality workmanship. The rates quoted and Terms & Conditions shall remain unchanged during the period of extension.
- Bidder shall not be considered in default/late if delay in publishing and management occurs due to causes beyond their control, such as act of natural calamities, civil war, strike, fire, flood, riots, and acts of a superior power. Only these causes which have duration of more than 7 days still be considered causes of force majeure. In the event of delay due to such causes, the publishing and management of journal schedule shall be extended for a length of time equal to the period of force majeure.
- The Editor/Publisher of the Journal reserves the right to modify the current layout of the Journal resulting in an increase or decrease in the number of pages of the Journal.
- The Director, VPCI reserves the right to award the contract to any firm or reject partly or completely any quotation without assigning any reasons.
- There may be few [8-10] static pages which are to be repeated in subsequent issues with changed folio numbers. Composing charges for the same will not be payable for each issue.
- Payment shall be made through digital mode / RTGS/NEFT within 30 days after receipt of the bills in duplicate, challan and firm's bank details from the printer. The payment will be subject to deduction of applicable tax, if any. Printer must provide PAN/TAN/GST number and certificate, etc while submitting their bills for payments.
- In the event of any dispute or difference whatsoever arising under the contract, the same shall be referred to Arbitration which shall be as per the provisions of the Indian Arbitration Act, 1996.
- Delivery/Service shall be essentially at Publication Division, 4th Floor, MS Building, VPCI.
- VPCI reserves the right to increase the number of pages mentioned in this tender and VPCI reserves the right to split this tender and place order on one or more tenderers and the right to reject partly or completely any tender without assigning any reasons thereof.
- All taxes/duties should be clearly mentioned in the tender.

12. Upon verification evaluation/ assessment, if in case any information furnished by the firm is found to be false incorrect their bid shall be summarily rejected and no correspondence on the same shall be entertained and security shall be forfeited
13. If the selected firm is not able to fulfill its obligations under the contract/work order, which includes non-completion of the work, the VPCI reserves the right to get the work accomplished through another firm. Any costs, damages etc. resulting out of the same shall have to be borne by the selected firm, which can be recovered from his bills and remaining by sending a claim.
14. **Documents to be submitted online by the Bidders:**

The tender shall be submitted online in two parts (Technical Bid and Financial Bid).

All the pages of bid being submitted must be signed and sequentially numbered by the bidder irrespective of nature of content of the documents before uploading. The offers submitted by Telegram/Fax/email/by hand shall not be considered. No correspondence will be entertained in this matter.

1. **(A) The E-Technical Bid** should be accompanied with complete specifications, signed and scanned copy of EMD, compliance statement as per the tender specification/Scope of work, Technical Literature/Brochures, Registration of Firm/Company, Authorization letter from Mfg., EMD, up to date IT & GST clearance certificate, list of users/customers, period of delivery, guarantee/guarantee after sale, validity of rate quoted, country of origin, terms and conditions, the tender paper duly signed and sealed by the tenderer etc. as per Annexure-I to XI.

(B) E-Financial Bid: - shall be submitted as per format provided by GeM Portal.

2. Bid Security/Earnest Money Deposit

1. **Earnest Money Deposit of Rs. 23250/- (Rupees Twenty-Three Thousand Two hundred & Fifty only)** in the form of Account Payee Demand Draft/ any other accepted instrument from any of the public sector banks drawn in favour of the 'Director, V.P. Chest Institute, Delhi' must be submitted physically (clearly indicating the name and address of tenderer on backside by whom the same is submitted) failing which the bid shall not be accepted.
 2. The EMD shall remain deposited for a period of 90 days beyond finalization.
 3. EMD of a tenderer shall be forfeited, if the
 - i. tenderer withdraws or amends its tender or impairs or derogates from the tender in any respect within the period of validity of its tender;
 - ii. Successful tenderer fails to furnish the required Performance Security.
 4. EMD of all unsuccessful tenderers will be returned to them without any interest.
 5. EMD of successful tenderer shall be returned, without any interest whatsoever, after receipt of performance security.
- 3. Performance Security:**
- a) Successful bidders shall have to furnish Performance Security for an amount of five percent of the total value of contract awarded in the form of a Fixed Deposit Receipt (FDR)/Bank Guarantee/Demand Draft from a nationalized bank in favour of the Director, VP Chest Institute, Delhi within twenty-one days of notification of the award.
 - b) Performance Security should be valid for a period of One Year and two months.
 - c) Performance Security shall be forfeited
 - i In the event of a breach of any of the terms and conditions of the contract

- t by the Manufacturer/Supplier/Firms/Distributor/Stockist
- ii If the Manufacturer/Supplier/Firms/Distributor/Stockist fails to supply entire or part of the items covered under contract
 - d) Performance Security shall be refunded to the supplier without any interest, whatsoever, after it duly performs and completes the contract in all respects beyond sixty days of completion of all such obligations under the contract.
15. The tenders not accompanied with Earnest Money Deposit shall be summarily rejected.
 16. Exemption from depositing bid security in accordance to existing government orders will be considered if requested in writing and supported with valid necessary documents. Further, all bidders seeking EMD exemption have to submit "Bid Security Declaration" (as per Annexure-V) duly signed and notarized on non-Judicial stamp paper of Rs.100/-. Further, necessary document has to be attached being a registered bidder under Government norms/ MSME/ Start up Regd. Board and as per scope of work/relevant category. Tender submitted without Bid Security Declaration (as per Annexure - V) and relevant document will be summarily rejected.
 17. All bidders shall have to sign the Integrity Pact with the procuring entity as per Annexure-X. Bids without a signed Integrity Pact shall be rejected.
 18. Integrity Pact (Annexure-X) - All Bidders shall have to sign the Integrity Pact with the Procuring Entity as per 'Annexure-X: Integrity Pact'. Bids without a signed Integrity Pact shall be rejected.
 19. Bidders have to upload scanned copy of signed Integrity Pact by the authorized official of the bidder.

Documents to be submitted physically before last date and time of submission

1. Bid Security/EMD
20. **Eligibility criteria for the Firms**
 - a. The firm should have a PAN (A copy of PAN card is to be submitted).
 - b. The firm should have a Goods & Services Tax (GST) Number (A copy of certificate to be submitted.)
 - c. The firm should submit the requisite documents in accordance with Annexures I and X and tender document.
 - d. The Annual turnover/ revenue of the firm shall not be less than Rs. 31 Lakh (Rupees Thirty-One Lakh) in each of three Financial Years i.e., 2022-23, 2023-24 & 2024-25.
 - e. A copy of the CA Certificate (as per Annexure VIII), duly certified by a Chartered Accountant, should be submitted along with copies of the firm's Balance Sheet and Profit & Loss Account for the last three financial years i.e. 2022-23, 2023-24, and 2024-25. Additionally, Annual turnover certificates for these three years, duly signed by the Chartered Accountant, should also be enclosed.
 - f. Copy of Work order for carrying out the Publishing and Online management of Journal Yes/No work for any PSU/Autonomous Body/Govt. organization for three years during last Five Financial Years i.e. 2020-21, 2021-22, 2022-23, 2023-24 & 2024-25.
 - g. Earnest money amounting to **Rs. 23250/- (Rupees Twenty-Three Thousand Two hundred & Fifty only)** along with bids through Demand Draft/FDR in favour of the Director, VPCI is to be submitted to the office of the Deputy Registrar, Administrative Block, 3rd Floor, Multistorey Building, VPCI, University of Delhi, north campus, Delhi-110007 by stipulated date of Bid Submission.
 - h. It is compulsory for all bidders to comply with all the Terms and Conditions as well as General Conditions mentioned above and a certificate to this effect should necessarily be enclosed with the Technical Bid.

2. SCOPE OF WORK

1. This tender is meant for online publishing & management of "Indian Journal of Chest Diseases and Allied Sciences (IJCDAS)" (on quarterly basis) of VPCI Delhi. The job shall entail preparation of text, editing, reference correction, arranging photographs and cartography, online management of manuscripts including acknowledgement, notification to reviewers, manuscript revision and notification of editorial decision to authors and reviewers, pre-press work including composing and proof reading.

2. Specification for Publication

- a. Pages: Around 100 Pages (both black and white and color). Number of pages may vary from quarter to quarter. The text and a half page abstract of each article is in English.

Description of e-Copy of IJCDAS	Specifications
Finish Size	11" x 8.5"
Print Area	9" x 7"

- b. The successful organization/consortium should be in a position to provide additional services; including copy editing for style and language, reference correction, DOI registration for individual articles and registering the journal in reputed indexing agencies like PubMed, Medline, DOAJ, Scopus, Index Medicus, Scimago Journal Ranking, Science Citation Index Expanded, Biological Abstracts, Excerpta Medica etc.

3. Manuscript Management System

- a. The organization/Consortium should provide a royalty free proprietary online manuscript submission and review system ["Software"].
- b. This license to access and use the software should be provided for facilitating the submission and review of articles intended to be published in the journal.
- c. The manuscript Management System should include the features to:
 - i. Permit articles to be submitted from any web-connected computer at any time of the day.
 - ii. Provide an individualized password protected area for each authority (author, reviewers, administrators and editors and Mobile/SMS alerts to authors and reviewers.
 - iii. Track double blind peer review.
 - iv. Generate ad hoc reports of turnaround Time including journal performance statistics such as submission decision time, submission acceptance time, acceptance to publication time etc.
 - v. Check plagiarism.

4. Journal's Website

- a. The organization or consortium will host the content of the journal on a website. The online Publisher will be responsible for management of website. The website provided by the publisher should include the following:
 - i. Facility to conduct search of full text.
 - ii. User access statistics
 - iii. Site structure based on Open URL
 - iv. Facility to submit comments or remarks on published articles
 - v. Facility to search Google
 - vi. PDF sales through agreed third parties (i.e. infotrieve and CCC), in case the journal keeps restricted/paid access to PDF Files.
 - vii. Providing data to the indexing agencies such as Directory of Open Access Journals and others as deemed appropriate.

5. Subscription and Advertisement

- a. For the subscriptions managed by the publisher, Vallabhbai Patel Chest Institute, Delhi should get a royalty of 70% of the amount received by the publisher.
- b. For the subscriptions managed by the VPCI, the VPCI retains the entire subscription revenue.
- c. For the advertisements in electronic media generated by the publisher, Vallabhbai Patel Chest Institute, Delhi should get a royalty of 70% of the amount received by the publisher.
- d. For royalty received for PDF sales, Vallabhbai Patel Chest Institute, Delhi should get a royalty of 70% of the amount received by the publisher.
- e. For the advertisements generated by the VPCI, the VPCI retains the entire advertisement revenue.
- f. All requests for reuse will be handled by the Publisher. The royalty will be shared as given above.

6. Responsibilities of the Publisher

- a. Designing, hosting and maintaining the scientific content of the Journal's website.

- b. Providing the editorial office of VPCI access to the software.
- c. Style editing, reference corrections, formatting and providing proofs to authors and editorial office.
- d. Providing the final copy of every issue of the journal in the form of PDF/any other ready to print format to VPCI.
- e. Advertisement management and promoting the Journal and Website & giving a report of the same.
- f. Editorial help as and when required in ethical issues and publishing norms and indexing and bibliographic listing.
- g. The Director, VPCI will have full and exclusive publishing and distribution rights.

7. Responsibilities of the Editorial Office

- a. To finalize and communicate all scientific content proposed to be published in the Journal to the publisher approval by the Competent Authority.
- b. Paper received should be reviewed by at least two external reviewers and convey the decision to the authors within 4 weeks from the date of submission.
- c. To handle all correspondences with the authors and reviewers.
- d. To proof-read and approve final content of the journal.
- e. To provide all necessary assistance to the publisher in applying for renewing any regulatory approvals/clearances/registrations/permits that may be required by the institute and /or the Publisher in order to carry out its activities under this agreement.
- f. To ensure that the publication of the selected content for the Journal, in no way directly or indirectly affects or infringes the intellectual property rights of any third party.

Note: Bidders are requested to submit bid as per E-Procurement Tender Notice No. VPCI/PUR/23-1/OT/26-27/22-1/7 dated 04.05.2026 attached in ATC 1

2. Buyer Added Bid Specific ATC

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

अस्वीकरण/Disclaimer

The Additional Terms and Conditions (ATC) have been incorporated by the Buyer after approval of their Competent Authority. The Buyer is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any restriction arising in the bidding process due to these ATCs and including the modification of technical specifications and / or terms and conditions governing the bid. All representations / grievances pertaining to the ATC clauses shall be raised with the buyer organization directly and not with GeM. If any of the clause(s) is/are incorporated by the Buyer regarding the following, the bid & resultant contract shall be treated as null & void. Further, GeM reserves the right, at its sole discretion, to cancel the bid forthwith, without issuance of any prior notice or intimation :-

1. Publishing Custom / BOQ bids for items for which regular GeM categories are available (unless such Custom / BOQ item is bunched with the major regular product Category Item).
2. Mandating procurement of / from specific Brand / Make / Model / Manufacturer / Dealer except in case of Single Bid / Proprietary Article Certificate (PAC) Buying.
3. Inclusion of disqualification criteria related to suspension of seller / service provider, where such suspension period has already expired.
4. Mandating submission of documents 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 कार्यवाई का आधार होगा।/In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake

compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---धन्यवाद/Thank You---