

Bid Number: GEM/2024/B/5207312

Dated: 18-10-2024

Bid Corrigendum

GEM/2024/B/5207312-C3

e Marketplace

Following terms and conditions supersede all existing "Buyer added Bid Specific Terms and conditions" given in the bid document or any previous corrigendum. Prospective bidders are advised to bid as per following Terms and Conditions:

Buyer Added Bid Specific Additional Terms and Conditions

- 1. 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. Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.
- Successful Bidder can submit the Performance Security in the form of Account Payee Demand Draft also (besides PBG which is allowed as per GeM GTC). DD should be made in favour of Director General, ICMR

payable at

New Delhi

- . After award of contract, Successful Bidder can upload scanned copy of the DD in place of PBG and has to ensure delivery of hard copy to the original DD to the Buyer within 15 days of award of contract.
- 4. Successful Bidder can submit the Performance Security in the form of Fixed Deposit Receipt also (besides PBG which is allowed as per GeM GTC). FDR should be made out or pledged in the name of Director General, ICMR
 - A/C (Name of the Seller). The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of Security Deposit, the FDR will be released in favour of bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Successful Bidder has to upload scanned copy of the FDR document in place of PBG and has to ensure delivery of hard copy of Original FDR to the Buyer within 15 days of award of contract.
- 5. Buyer Added text based ATC clauses
 - 1. Bid offering Other Charges including Allowances over and above Minimum Wage (% per month) of less than 3.85% (i ncl GST) will be rejected. ICMR will not entertain any representation/ justification submitted by the bidders in this regard at the financial evaluation stage.
 - 2. It is the responsibility of the bidder to provide manpower as per Buyer's requirement. Supervisoshould be experien ced with Matriculate but not Graduate and capable to read and write in Hindi
 - 3. The contract will initially be valid for 2 year to be extended further up to 6 months on same terms and conditions ba sed on satisfactory performance. Contract can be foreclosed by giving one month advance notice at any point of time; as per requirement of ICMR.
 - 4. The bidder should submit only one bid in the tender process. Bidder submitting more than one bid i.e. 02 bidders having controlling partners in common will result in the disqualification of all the concerned bids.
 - 5. The agency should not have been declared on court receivership/ liquidation/ blacklisted/banned/ debarred by any Central/ State Govt Organization/ PSU. An affidaviton Rs. 100/- non judicial stamp paper (as per Annexure B of the Buy er Uploaded ATC document) notarized after the date of tender publication shall be furnished by the applicant. In case a bidder is put on holiday/ Black listed after opening of technical bid, then bid of such bidders will be ignored & will not be further evaluated. The bidder will not be considered for issue of order even if the party is the lowest (L1). In such situ ation next lowest shall be considered as L1.
 - 6. The Head Office of the service provider must be located in Delhi, NCR.

- 7. Additional manpower, if any, to be provided as per requirement within 1 week.
- 8. In case of non-availability of specifically demanded manpower; the Service Provider shall communicate the same to Buyer within a week's time.
- 9. The consent of ICMR is necessary before removing any manpower.
- 10. Only Other Charges including Allowances over and above Minimum Wage (% per month) incl of GST up to two decimal to be quoted by the service provider.
- 11. (a) Bank statement indicating payment made to individual manpower to be provided along with each invoice. (b) N o payment shall be made in advance nor any loan from any bank or financial institution recommended on the basis of the order of award of work. (c) The contractor shall pay to the employee before the expiry of the seventh day of the fol lowing month and raise invoice to buyer (ICMR). (d) Each monthly bill must accompany the copies of authenticated do cuments of payment.
- 12. The bidder should have executed contract for cleaning, sanitation and housekeeping services in atleast single work order of work value Rs. 1.68 Cr OR two work order of work value Rs. 1.26 Cr OR three work order of work value Rs. 84. 00 Lakh to be executed in last 3 financial years.
- 13. Bidder must have average annual net worth of Rs. 9 Lakh in the last financial year.
- 14. Bidder to note that there shall be no requirement of paying EMD against this tender. However, all bidders shall be r equired to mandatorily submit the Bid Security declaration in lieu of EMD as per the format attached. (Annexure D) of Buyer Uploaded ATC document)

The requirement of submission of Bid Security declaration shall also be applicable on bidders who are exempted from p ayment of EMD (MSME and Startups)

- 15. The successful bidder shall furnish the performance security for an amount equal to 5% of bid amount within 20 cal endar days from the date of award of the contract. The bidder has to extend the validity of the PBG upto the extended period also at his own cost.
- 16. The payment to the Service Provider will be made directly by the ICMR Hgrs.
- 17. Prospective bidders to please note carefully the schedule for Pre-Bid meeting since all the clarifications, if any, with regard to Technical/ Commercial conditions shall be given therein. Bidders are advised to ensure that their queries mu st reach by e-mail as specified in the tender at least 24 hours in advance for this purpose. Bidders may also note that after the pre-bid meeting, no further queries shall be entertained.
- 18. Any Addendum/ Corrigendum/ Bid End Date Extension in respect of the tender shall be issued on GeM portal and IC MR website only.
- 19. The sole jurisdiction over any matters arising in connection with any actions or proceedings arising out of or in relation to this tender and subsequent contract shall be with the Courts of New Delhi only.
- 20. Bidders may note that the following are attached separately and uploaded in the Buyer Uploaded ATC documents that are mandatory to be submitted at the bid stage strictly as per the prescribed format:
- (a) Undertaking by the bidder(s)
- (b) Proforma for declaration on court receivership/ liquidation/ blacklisted
- (c) Bidder(s) profile
- (d) Format of bid security declaration from bidders in lieu of EMD
- 21. In addition to above, bidders are also required to submit the following documents:
- (a) PAN CARD
- (b) GST Registration Certificate (GSTIN no.)
- (c) EPF Registration Certificate clearly indicating PF code number
- (d) ESI Certificate
- (e) Copies of original registration certificate documents defining the constitution or legal status, place of registration a nd principal place of business

- (f) Certificate of registration under Shop and Establishment Act issued by the competent authority, should be submitte d as documentary evidence in support of the geographical presence of bidder in Delhi, NCR.
- (g) For Minimum Average Annual Turnover of the bidder (For 3 Years): Documentary evidence in the form of certified A udited Balance Sheets of relevant periods or a certificate from the Chartered Accountant/ Cost Accountant indicating the turnover details for the relevant period
- (h) For Years of Past Experience required for same/similar service: Copies of relevant contracts/ orders for providing si milar type of services to any Central/ State Govt Organization/ PSU and documentary evidence of successful execution / completion in support of Past Experience of Similar Services during each of the Financial year.
- (i) Certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.
- (j) Net Worth Certificate
- 22. Following bidder(s) will be exempted from the criteria of Minimum Average Annual Turnover and Years of Past Experience:
- (a) Micro and Small Enterprises who are Service Provider (Major Activity as Services) of the Primary Service Category a nd whose credentials are validated online through Udyam Registration/ Udyog Aadhaar website.
- (b) Start-ups as recognized by Department of Industrial Policy and Promotion (DIPP).
- 23. All the manpower outsourced to ICMR shall wear Identity Card provided by the Service Provider every day during w orking hours.
- 24. The Agency shall further keep the ICMR indemnified against any loss to the ICMR property and assets. The ICMR shall have further right to adjust and/ or deduct any of the amounts as aforesaid from the payments due to the Agency under this contract.
- 25. The successful bidder will furnish complete details of his employees prior to deployment such as residential addres s, pass port size photo, ID proof and contact No.
- 26. In case two or more than two bidders quote the same charges, L-1 will be decided by Run L1 feature of GeM.

27. PAYMENT TERMS

- 27.1 Payment Condition: (a) The cost of services quoted by the Service Provider shall be cover all aspects of service de livery and include all the components of salary/ wages and taxes, as applicable. (b) The Payment shall be made as per the financial quotes submitted by the Service Provider and accepted by the Buyer.
- 27.2 Payment Cycle: (a) Payment shall be made once the services are delivered, and the Service Provider submits the invoice for the same. (b) The Buyer shall make the payment within prescribed timelines as per the payment process flow upon submission of invoice, logbook and service feedback.
- 27.3 Payment Process: (a) Payment shall be made only after submission of invoices, logbook, service feedback, non-su bmission of the same may lead to delay/ deduction in payment. (b) All the penalties/ fine/ interest (if applicable) shall be settled before making the payments. Service Provider shall not have any objection on the same. (c) Payment shall be made through bank transfer only, in no circumstance cash/ cheque payment shall be made.
- 28. The bidder should have financial standing to pay atleast 02 months wages to all the manpower provided to ICMR. In case of delay in making payment to the bidder due to clarification/ shortage of document, the bidder should make payment to manpower provided timely as per the tender condition.
- 29. Services of the bidder shall be reviewed after a period of 01 year of the contract. Service will be continued for the next 01 year of the contract only in case of satisfactory performance of the bidder.
- 30. Bidder should have valid Labour License from the Govt. Authority.
- 31. The Agency shall be responsible for all injury and accident to persons employed by him while on duty. It shall be the sole responsibility of the agency to take care of financial and legal implications arising out of any injury, accidents or miss-happening to its workers employed for ICMR work. The agency shall indemnify ICMR to all such financial and legal implications.
- 32. The Agency shall provide sufficient sets of uniforms and hand gloves to its employees and ensure that they wear th em at all times and maintain them clean. Nothing shall be payable on this head.

- 33. The Agency shall be responsible for the good conduct and behavior of its employees. If any employee of the Agency is found misbehaving with the supervisory staff or any other staff member of the council, the Agency shall terminate the services of such employees forthwith at their own risk and responsibility. The Agency shall issue necessary instructions to its employee to act upon the instruction given by the supervisory staff of the Council.
- 34. The Agency will take day to day instructions from the Supervisory staff of the Council. Also the agency will maintain a compliant register and a record register at the Council which shall be checked and counter signed by the in charge . All the complaints shall be attended to within one hour.
- 35. The supervisor of the agency should be equipped with the mobile phones.
- 36. After carrying out daily sweeping work the workman of the agency shall take the certificate from each room regard ing satisfactory completion of services in their room in the prescribed format and submit it to officer in charge.
- 37. The agency shall arrange to clean the area assigned on all working days and Saturdays. They shall stager the week ly offs of their workers to ensure uninterrupted services on Sundays and Gazetted holidays.
- 38. The Agency shall provide the services on all working days, including Sundays as well as on Gazetted Holiday.
- 39. None of the workers of the Agency shall enter into any kind of private work in campus of the Council.
- 40. The Agency will ensure and Guarantee the conduct, behavior, integrity, and honesty of the workers deputed by him . The Agency will carry out verification of antecedents of all of their workers. The workers of the Agency shall be of sou nd health and shall have age between 18 years and 30 years. The engagement of child labour will lead to termination of contract
- 41. None of the workers will be allowed to stay in the Campus of the Council.
- 42. ICMR will not be responsible for any compensation which may be required to be paid to the workers consequent up on any injury mishap.
- 43. The Agency shall maintain the proper record and document including a logbook/ inspection book which will be mad e available to the supervisory staff of the Council. Fault/ observation recorded thereon shall be attended to immediatel v.
- 44. The monthly payment shall be made to the Agency on production of certificate of satisfactory completion of House keeping and Cleaning services of Campus of the ICMR, New Delhi by the incharge.
- 45. The rates mutually agreed to by the parties will remain the same throughout the contractual period. It is further ag reed that there would be no escalation payable to the agency on account of increase in unit rate of the material during the contract period.
- 46. The equipment required to carried out the work should be stacked at the site all the time in good working condition nothing extra shall be payable on this account.
- 47. The ICMR shall provide water supply and electricity free of cost for carrying out assigned work under the contract. The agency shall required to maintain proper stock register of the cleaning material and equipments brought by them and shall regularly update the stock showing daily issued made and balance available in the stock.
- 48. The equipments required for scrubbing work shall be made available by the agency at the council all the time. any other/additional equipment required for the said work as per the site requirement shall also be made available by the agency, nothing extra shall be payable on this head.
- 49. The agency will ensure that there is no accumulation of water anywhere in the office premises as such no breading of mosquito can be occurred. Any penalty raised by NDMC/ other Govt. agency regarding breeding of mosquito shall be borne by the agency.
- 50. Supply of material and consumables: All materials/ consumables other related item is to be provided by the Agenc y has to be of ISI marked or in conformity with the specification/ makes keeping in view good quality/ standard after di scussion and finalization with officer-in-charge. The firm shall assess the quantity of consumables to be used and suppl y them in advance and store them at ICMR on monthly basis. The stores are to be replenished at least 5 days in advan ce. Every consumable should be available in the store all the time. ICMR on the basis of experience has also assessed certain minimum quantity of consumables required. The quantity of supplied items in no way shall be less than the min imum quantity specified. The quantity of non consumables items like covered dustbin, bucket etc is considered keepin g in view the one time provision and average life of 4 months. Items consumed over and above the minimum specified quantity and any additional item required to keep the highest standard of cleaning shall also be supplied by the firm with no extra cost.

- 51. Manpower and Manpower Schedule:
- (a) The agency has to provide manpower in sufficient numbers to manage the job as required and of quality to ensure workmanship of the degree specified in the job order as per work schedule, to the satisfaction of the Officer-In-Charge.
- (b) The contractor shall engage the following minimum manpower from 07:00 Hrs. to 19:00 Hrs.
- (i) Unskilled Labour (Monday to Saturday) 23 Nos (20 Male + 3 Female) From 07:00 Hrs to 17:00 Hrs and 04 Nos (Male only) From 9:00 Hrs to 19:00 Hrs)
- (ii) Experienced Supervisor, Matriculate but not Graduate and capable to read and write in Hindi Non-technical supervisor 01 No (07:00 Hrs to 17:00 Hrs)
- (iii) Unskilled worker (Sunday and Gazetted holiday) 4 No from 08:00 Hrs to 18:00 Hrs
- (iv) Timings of 03 Unskilled workers to be deployed in ICMR Guest House is as per the requirement.
- (c) The agency shall stager the weekly offs of their workers so that four workers of the agency are available on all Sun days and Gazetted holidays for the uninterrupted services of their work. The agency shall arrange full strength on Nati onal holidays voluntarily as and when required.
- (d)The workers of the agency can be hold beyond the duty hours as and when required, nothing extra shall be paid on this account
- 52. Penalties / Liabilities
- (a) If the Agency fails to implement the Schedule of services to the satisfaction of the Director General of the Council or any officer nominated by him on any day in any part of the said campus, shall be cleaned within one hour up to the satisfaction of in-charge otherwise penalty of Rs. 1000/- will be imposed per complaint per day. This will be deducted fr om the Agency monthly payment.
- (b) Any malba deposit found during inspection, a fine of Rs. 1000/- will be levied per deposit. This will be deducted fro m the Agency monthly payment.
- (c) Penalty on account of faulty and/or less deployment of manpower shall be imposed as per Rs 1000/- per day per pe rson. All such penalty shall be deducted from the gross bills of the Agency.
- (d) Penalty on account of faulty and/ or less supply of consumable/materials shall be imposed as 1.5 times the basic rates of material.
- (e) Contractor shall be responsible for faithful compliance of the terms and conditions of this agreement. In the event of any breach of the agreement, the same may be terminated and the Performance Guarantee will be forfeited and fur ther the work may be got done from another agency at his risk and cost.
- 53. The Agency shall at his own cost, if required, take necessary insurance cover in respect of the aforesaid services re ndered to ICMR and shall comply with the statutory provisions of Contract Labour (Regulation & Abolition) Act, 1970, E mployees State Insurance Act, Workman's Compensation Act, 1923, Payment of Wages Act, 1936, The Employees Pro vident Fund (and Miscellaneous Provisions) Act, 1952, Payment of Bonus Act, 1965, The Minimum Wages Act, 1948, E mployer's Liability Act, 1938, Employment of Children Act, 1938, Maternity Benefit Act and / or any other Rules/regulati ons and / or statutes that may be applicable to them.
- 54. Parameters/ Technical Specification/ T&C mentioned in the Buyer Added text based ATC clauses shall prevail over GeM Category Specification/ General T&C.

Note:

(a) Bidder full filling minimum eligibility criteria will be further assessed and given marks based on following:

Presentation by the bidder	35	
(to be conducted through VC, sche dule will be informed through email)		
Components of Presentation and C orresponding Maximum Marks Assi gned		Presentation will be evaluated by a committee constituted by ICMR Hqrs.

Implementation strategy proposed by the agency for ICMR Hqrs.	10	Agency should show in their presentation, details of manpower, machinery, equipment and complaint redr essal system that they propose to deploy / adopt for h
Strategy to control dust and loose s oil during cleaning operations.	10	ousekeeping services at ICMR Hqrs.
New Technology usage/ Innovations in Housekeeping.	10	The agency would be bound to deploy the same mach inery, equipment and systems if awarded the contract
Nature of complaint redressal syste m proposed for ICMR.	05	•
Feedback provided by clients	35	
All satisfactory feedback	35	Agency should provide names and contact details of c
Partly satisfactory feedback	20	urrent and previous Govt./ PSU/ Autonomous clients. ICMR authorities may contact them for feedback/ refe
Negative feedback	0	rences.
Site visit	30	
Hygiene	10	Committee will visit one or more sites of the agency t
Ambience	10	o assess the quality of service.
Quality of service staff	10	

⁽b) Bidders will be assigned a score out of a maximum of 100 Marks.

CORRIGENDUM/ ADDENDUM

- 1. The following revisions have been made in the marking system (pg No. 10 & 11 of the tender):
- (a) Bidder full filling minimum eligibility criteria will be further assessed and given marks based on following:

Presentation by the bidder	35		
(to be conducted through VC, schedule will be i nformed through email)			
Components of Presentation and Corresponding Maximum Marks Assigned		Presentation will be evaluated by a c ommittee constituted by ICMR Hqrs.	
Implementation strategy proposed by the agen cy for ICMR Hqrs.	10	Agency should show in their present	
Strategy to control dust and loose soil during cl eaning operations.	10	ation, details of manpower, machine y, equipment and complaint redress I system that they propose to deploy adopt for housekeeping services at CMR Hqrs.	
New Technology usage/ Innovations in Housek eeping.	10		
		The agency would be bound to deplo	

⁽c) Only the bidders, who score more than 70 out of 100 marks based on above criteria, will be eligible to qualify for th e financial bid evaluation.

Nature of complaint redressal system proposed for ICMR	05	y the same machinery, equipment an d systems if awarded the contract	
Feedback provided by clients	35		
(Committee may visit one or more current sites of the bidder at Central Govt/ Autonomou s/ PSU organization clients having minimum 10 0 employees to assess the quality of service O R Committee can telephonically contact those organizations for feedback.			
Bidder should provide name, address and cont act details of current Central Govt/ Autonomou s/ PSU organization clients)			
All satisfactory feedback	35	Agency should provide names and contact details of current and previous	
Partly satisfactory feedback	20	Central Govt/ Autonomous/ PSU organization clients.	
Negative feedback	0	ICMR authorities may contact them f or feedback/ references.	
ISO Certification	10	Latest valid certificate to be submitte d having atleast 6 months validity	
Awards/ Recognitions	10	Awards/ Recognitions from Central G ovt/ Autonomous/ PSU	
GeM Star rating (4 star and above)	10		
4 Star	07	Screen shot to be submitted	
5 Star	10		

- (b) Bidders will be assigned a score out of a maximum of 100 Marks.
- (c) Only the bidders, who score more than 70 out of 100 marks based on above criteria, will be eligible to qualify for the financial bid evaluation.
- 2. Cost of Consumables/ Equipments/ Machineries and Lifting & Disposal of Garbage must be included by the service provider in charges quoted by him as an Addon charge.
- 3. ICMR will reimburse the amount on monthly basis for the Consumables/ Equipments/ Machineries received & accepted and Lifting & Disposal of Garbage against invoice after following the due verifications by the concerned Division. In this context, cost of each Consumable should be equal or lesser the respective MRP/ Tax In voices.
- 4. Technically qualified bidders may be asked to submit the break-up of Total Quoted Cost (Including Addons) for contract duration of 02 years in the following format, through price-justification window of GeM:

Addons	
	Total Value Incl uding Addons

Total Value witho ut Addons	Consumables/ Equip ments and cleaning agents	Machineries	Grabage Lifting an d Disposal	[(i)+(ii)+(iii)+(iv)] (incl GST)
(i)	(ii)	(iii)	(iv)	(Rs.)

5. Approx quantity of cleaning material required for cleaning services in ICMR Hqrs per month:

Particular	Quantity	
	Quantity	
Cleaning Acid (40 Ltrs.)	1 cane	
Bleaching Powder	5 kg	
Brasso (500 ml.)	1 piece	
Bucket Plastic 16 Ltr.	2 piece	
Chock Pump Unique	3 piece	
Colin 500 ml	15 piece	
Dettol Liquid Soap 250 ml	6 piece	
Dettol Liquid Soap 900 ml	60 piece	
Drum Plastic 100 Ltr.	1 piece	
Dust Control Mop big 60 cm	3 piece	
Duster Floor (30X30) Special	10 Dozen	
Duster White (20X20)	5 Dozen	
Duster Yellow 27X27	5 Dozen	
Dustpan	6 piece	
Face Tissue	15 Pkt.	
Finit 5 Ltr./Beygon	1 cane	
Finit Pump	1 piece	
Garbage Bag 100 Kg(100lt)	10 kg	
Hard Broom 500 gm	20 piece	
Harpic 500 gm	20 piece	
Hit	15 piece	
Hockey Brush Unique	10 piece	
Juna Plastic	6 piece	
Phenyl	100 Ltrs.	
Liquid Soap Homocol 20 Ltr. 2 cane		
Mug 1.5 ltr	6 piece	

N. Ball Bengal	2 Pkt.
Odonil 100 gm	20 piece
Air Purifier	15 piece
Road Boom	2 piece
Room Freshner Lemaon 350 ml.	15 piece
Soft Broom 500 gms	25 piece
Toilet Roll 100 mtr	200 piece
Urinal Cube 400 gm. Homocol	10 Pkt.
Vim Populer	50 kg
Wheel Detergent	6 piece
Wiper Mr. Clean Big with Handle	10 piece
Wiper Supreme	5 piece

6. All the required consumables/ cleaning material will be informed to the successful bidder three months in advance and that should be supplied to ICMR on monthly basis or as and when required.

6. Buyer uploaded ATC document Click here to view the file.

Disclaimer

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 <u>attacher</u> <u>categories</u>, 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.

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.

This Bid is also governed by the General Terms and Conditions

^{*}This document shall overwrite all previous versions of Bid Specific Additional Terms and Conditions.