

बिड दस्तावेज़ / Bid Document

बिड विवरण / Bid Details	
बिड बंद होने की तारीख/समय / Bid End Date/Time	14-02-2026 16:00:00
बिड खुलने की तारीख/समय / Bid Opening Date/Time	14-02-2026 16:30:00
बिड पेशकश वैधता (बंद होने की तारीख से) / Bid Offer Validity (From End Date)	120 (Days)
मंत्रालय/राज्य का नाम / Ministry/State Name	Ministry Of Petroleum And Natural Gas
विभाग का नाम / Department Name	Indian Oil Corporation Limited
संगठन का नाम / Organisation Name	locl Bongaigaon Refinery
कार्यालय का नाम / Office Name	locl Bongaigaon Refinery
कुल मात्रा / Total Quantity	1
वस्तु श्रेणी / Item Category	Mobile Digital Radiography System (V2) (Q2)
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / MSE Relaxation for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Relaxation for Years of Experience and Turnover	No
विक्रेता से मांगे गए दस्तावेज़ / Document required from seller	Experience Criteria, Certificate (Requested in ATC), Additional Doc 1 (Requested in ATC), Additional Doc 2 (Requested in ATC), Compliance of BoQ specification and supporting document *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है / Do you want to show documents uploaded by bidders to all bidders participated in bid?	No
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या / Minimum number of bids required to disable automatic bid extension	3

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	7
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	2
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	4 Days
निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

आवश्यकता/Required	No
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ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	ICICI
ईपीबीजी प्रतिशत (%) /ePBG Percentage(%)	5.00
ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).	21

(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 :

DGM (Mat.)

IOCL Bongaigaon Refinery, INDIAN OIL CORPORATION LIMITED, IOCL Bongaigaon Refinery, Ministry of Petroleum and Natural Gas

(Varinder Duggal)

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

एमआईआई खरीद वरीयता/MII Purchase Preference

एमआईआई खरीद वरीयता/MII Purchase Preference	No
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एमआईआई के लिए सक्षम प्राधिकारी का विवरण:/Details of the Competent Authority for MII

सक्षम प्राधिकारी का नाम/Name of Competent Authority	DGM(MAT.)
सक्षम प्राधिकारी का पदनाम/Designation of Competent Authority	DGM(MAT.)
सक्षम प्राधिकारी का कार्यालय/विभाग/प्रभाग/Office / Department / Division of Competent Authority	DGM(MAT.)
सीए अनुमोदन संख्या/CA Approval Number	G5CS25069
सक्षम प्राधिकारी अनुमोदन तिथि/Competent Authority Approval Date	30-01-2026
सक्षम प्राधिकारी द्वारा प्रदान की गई स्वीकृति का संक्षिप्त विवरण/Brief Description of the Approval Granted by Competent Authority	INDENTER CONFIRMED THERE IS NO SUFFICIENT LOCAL COMPETITION HENCE MII POLICY IS NOT APPLICABLE AS TENDER VALUE IS LESS THAN RS. 1 CR.

Competent Authority Approval for not opting Make In India Preference : [View Document](#)

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
सूक्ष्म और लघु उद्यम को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MSE purchase preference	100

1. Purchase preference will be given to MSEs having valid Udyam Registration 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. 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. In respect of bid 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 product or service and Buyer will decide eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid. 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. F.1/4/2021-PPD dated 18.05.2023 [OM_No.1_4_2021_PPD_dated_18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. 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.

Mobile Digital Radiography System (V2) (1 pieces)

Bis Required	Yes
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तकनीकी विशिष्टियाँ /Technical Specifications

* जेम केटेगरी विशिष्टि के अनुसार / As per GeM Category Specification

विवरण/Specification	विशिष्टि का नाम /Specification Name	बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values)
X Ray Generator and Tubes	Anode Type	Stationary
Workstation	Number of images which can be stored	3000 or more

प्रेषिती/रिपोर्टिंग अधिकारी तथा मात्रा/Consignees/Reporting Officer and Quantity

क्र.सं./S.No.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Saurabh Singh	783385,IOCL Bongaigaon Refinery	1	30

Special terms and conditions-Version:1 effective from 07-05-2024 for category Mobile Digital Radiography System (V2)

1. All Provisions of Drugs and Cosmetics Act, 1940 and Rules (including Medical Device Rule 2017) made there under as amended till date will always be applicable. This will include all notifications issued by Central Drugs Standard Control Organization (CDSCO), Ministry of Health & Family Welfare (MoHFW) and Department of Pharmaceuticals (DOP), Ministry of Chemicals & Fertilizers time to time in this regard.
2. The sellers are registered on GeM based on self declaration of valid Medical Device License, product certification, test reports etc. However, buyers must check and validate the details at their end for all applicable licenses and certifications e.g., validity and authenticity/genuineness of Medical Device license, product certification, manufacturer certification/licenses, test reports etc.
3. In case of authorized resellers/distributors, it will be the legal & regulatory liability of the manufacturer to ensure that their resellers/distributors are operating in compliance with all relevant laws and regulations and are properly licensed to sell the manufacturer's products, including verifying the validity and authenticity of Medical Device license held by them.
4. The price offered by the seller/bidder shall not, in any case exceed the DPCO/NPPA controlled price or price fixed by State Government, if any. The seller must reduce the prices if there is any reduction in DPCO/NPPA ceiling price or price fixed by State Government, if any.
5. Any other Terms and Conditions which is not included or at variance with the conditions specified in STC/GTC, may be added by the buyer through Additional Terms and Conditions (ATC) in the bid to ensure items are procured from authentic/validated source with appropriate and applicable quality. The above terms and conditions are in reverse order of precedence i.e. ATC shall supersede specific STC which shall supersede General Terms and Conditions (GTC), whenever there are any conflicting provisions.
6. **Comprehensive warranty:** Comprehensive warranty shall include preventive maintenance including calibration as per technical/ service /operational manual of the manufacturer, service charges and spares. During the warranty period commencing from date of the successful completion of warranty period, Service personnel shall visit each consignee site as recommended in the manufacturer's technical/ service /operational manual, at least once in six months. warranty

shall not be including the consumables. Further there will be 98% uptime warranty during warranty period on 24 (hrs) X 7 (days) X 365 (days) basis, with penalty, to extend warranty period by double the downtime period.

7. **Service centres:** Details of Service outlets in India to render services for equipment to be furnished to buyer/consignees with complete address, telephone numbers, e mails etc at time of making the supplies. It shall be the responsibility of seller to ensure that authorized service centres are available to cater to the areas where supplies are made within reasonable distance from where the service calls can be handled. Details of toll-free numbers for service call and online registration of service requests also to be provided buyer/consignee at the time of supplies.
8. **Source of supply:** It shall be responsibility of seller to provide Documents regarding source of equipments such as copy of Performa invoice or any other documents to establish that the products supplied are manufactured by OEM indicated and sourced from them.
9. **Packing and Marking:** Medical equipments being very delicate and sensitive packing for the goods should be strong and durable enough to withstand transit including transshipment (if any), rough handling, open storage etc. without any damage, deterioration etc. .The size, weights and volumes of the packing cases, remoteness of the final destination of the goods, availability or otherwise of transport and handling facilities at all points during transit up to final destination,. Quality of packing, the manner of marking within & outside the packages and provision of accompanying documentation shall take into consideration the type of medical equipments being supplied. The accessories shall be suitably labelled and packed. Each of the package shall be marked on three sides with indelible paint of proper quality: indicating contract number and date, brief description of goods including quantity, Packing list reference number, country of origin of goods and any other relevant details.
10. **Spare Parts:** Seller shall provide materials, information etc. pertaining to spare parts manufactured and supplied by the OEM. It shall be ensured that the required spares are available for purchase at least for 10 years from date of supplies. In case due to any reasons the production of the spare parts is discontinued sufficient advance notice should be given to the buyer/consignee before such discontinuation to provide adequate time to purchase the required spare parts etc. Further, OEM and their service centres/dealers shall carry sufficient inventories to assure ex-stock supply of consumables and spares for the equipments so that the same are available. OEM or reseller shall always accord most favoured client status to the buyer/consignee and shall give the most competitive price for spares and consumables of its machines/equipments supplied.
11. **Installation, Training, Manuals:** Seller shall be responsible to carry out Installation & commissioning, Supervision and Demonstration of the goods. They shall provide required jigs and tools for assembly, minor civil works for the completion of the installation and Training of Consignee's representatives for operating and maintaining the equipment and supplying required number of operation & maintenance manual for the goods. In case the category parameters are specifying any requirements regarding the installations, training and manuals the same shall also be applicable.
12. **Electrical safety checking:** Sellers are required to make sure that they furnish the list of equipments for carrying out routine and preventive maintenance to buyer/consignee .They should make sure to periodically check the electrical safety aspects as per BIS Safety Standards or equivalent .In case they do not have required equipment for such testing should ensure that the equipments checked for electrical safety compliance through labs with facilities for such checking during every preventive maintenance call.
13. **Software:** All software updates should be provided free of cost during warranty period.

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

1. **Generic**

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity up to 25% of the contracted quantity during the currency of the contract at the contracted rates. The delivery period of quantity shall commence from the last date of original delivery order and in cases where option clause is exercised during the extended delivery period the additional time shall commence from the last date of extended delivery period. The additional delivery time shall be $(\text{Increased quantity} \div \text{Original quantity}) \times \text{Original delivery period (in days)}$, subject to minimum of 30 days. If the original delivery period is less than 30 days, the additional time equals the original delivery period. The Purchaser may extend this calculated delivery duration up to the original delivery period while exercising the option clause. Bidders must comply with these terms.

2. Generic

Bidder shall submit the following documents along with their bid for Vendor Code Creation:

- a. Copy of PAN Card.
- b. Copy of GSTIN.
- c. Copy of Cancelled Cheque.
- d. Copy of EFT Mandate duly certified by Bank.

3. Scope of Supply

Scope of supply (Bid price to include all cost components) : Only supply of Goods

4. Certificates

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.

5. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

1.	IOCL Tender Reference No.	G5CS25069
2.	Tender / Item Description	Supply of medical equipment (Portable X ray machine) for Kokrajhar Medical college and Hospital, Kokrajhar under CSR project 2025-26 in Bongaigaon Refinery.
3.	Location (s) of Work	IOCL Bongaigaon Refinery, Chirang, Assam; Pin Code - 783385
4.	Earnest Money Deposit (EMD)/BSD	<p>Bid Security Declaration (BSD) to be submitted by all bidders in lieu of EMD including all those bidders if they are exempted from submission of EMD (e.g. MSE / Start-up / any exempted category bidders).</p> <p>Bidder has to submit mandatorily Bid Security Declaration, on their Company Letterhead as per the attached format (Annexure-6) In lieu of Earnest Money Deposit irrespective of bidders exempt from submission of EMD.</p> <p>Note: In case bidder does not submit Bid Security Declaration in-lieu of EMD, then their bid shall be liable for rejection.</p>

5.	Contact Person Details	SN	Subject	Name	Designation	Contact No	Mail id		
		1	Tender /GEM /SAP PO/BG related issue	Mr. CS Charan	MTM(P)	03664253345	chakilamc@indianoil.in		
				Mr. V Duggal	DGM(Mat)	03664253341	duggalv@indianoil.in		
		2	Technical issue / Drg /QAP approval	Mr. S Kumar	AM(H & CSR)	03664253121	kumarsharad@indianoil.in		
				Mr. A Guria	SM(CSR)	03664253104	guriaa@indianoil.in		
		3	Transportation/Material Gate pass	Mr. B Chakraborty	MTO	03664253359	chakrabortyb@indianoil.in		
				Mr. P Ekka	SMTM(S)	03664253351	ekkap@indianoil.in		
		4	Payment related issues	Mr. S Singh	MTM(S)	03664253354	saurabh_singh2@indianoil.in		
				Mr. P Ekka	SMTM(S)	03664253351	ekkap@indianoil.in		
				Mr. A Sharma	AACO	03664253211	sharmaa20@indianoil.in		
		6.	Integrity Pact (IP)	Not Applicable					
		7.	Pre-Qualification Criteria (PQC)						
		7a.	Technical PQC:Not Applicable						
			Not Applicable						
		Commercial Experience PQC: Applicable (Note: Bidders are requested to submit Notarized copy of documents against Commercial PQC.)							
<p>Proof of executed order(s) for “Supply of medical Equipment’s in Hospitals / Clinics” by the bidder during the last five years ending on the last day of the month immediately preceding the month in which the original bid submission end date falls, should be considered as under:</p> <p>(1) Copy of one executed order of value not less than Rs. 892000</p> <p>(2) Copy of two executed orders each of value not less than Rs. 714000</p>									

(3) Copy of three executed orders each of value not less than **Rs. 536000**.

The last date of order execution shall fall in the above-mentioned period.

- I. Landed cost including Freight, P&F and GST/taxes etc shall be considered for arriving at the executed order value. However, in case any other cost component is not indicated separately and are already included in the Purchase Order Value, as evident from the submitted Purchase order copies, then executed order value shall include such inclusive cost components also for the purpose of PQC evaluation.
- II. Foreign orders in currency other than USD shall be converted to USD on the date of the said Purchase Order (Global Tenders). Orders in currency other than INR shall be converted to INR on the date of the said Purchase Order (National Tenders). RBI reference rate shall be considered for forex conversion.
- III. Multiple GeM contracts on same vendor against single GeM bid can be clubbed as single order for the purpose of meeting value against commercial pre-qualification criteria.
 - a.
- IV. For fulfilling the commercial experience criteria any one of the following documents may be considered as valid proof for meeting the criteria:
 - (a.) Purchase Order along with Invoice(s) {with self-certification that supplies against invoice has been successfully executed}. Uploading the invoice(s) on the e-portal is considered as self-certification by the bidder that supplies against the invoices have been successfully executed to the required value.
 - (b.) Purchase Order along with Bank Certificate indicating payment against the PO.
 - (c.) Purchase Order along with Execution certificate by client indicating executed order value. In case the execution certificate does not mention the executed value, the bidder shall have to submit other documents as mentioned here indicating executed value.
 - (d.) In case vendor cites any reference of job executed for IOCL, internal records of IOCL shall be considered.
 - (e.) In case multiple orders have been placed against a single rate contract and the cumulative order value satisfies the PQC, it may also be considered, subject to submission of other documents as mentioned above. Multiple GeM contracts against one GeM bid on a particular vendor is to be considered as a single PO for PQC evaluation.
 - (f.) Acceptance of PQ Documents of related / unrelated parties shall be as follows:

SN	Scenario	Financial credentials	Techno-commercial Experience Criteria
1	A New Entity formed as a result of merger of two entities and the earlier entity cease to exist	New Entity can use previous financial credentials of any of the merged companies or of its own.	New Entity can use previous experience of any of the merged companies or of its own.

7b.

2	<p>(i)An entity (A) takes over another entity (B) and B ceases to exist.</p> <p>(ii)An entity (A) takes over another entity (B) partially and the said part of entity (B) vertical specific business vertical of B ceases to exist.</p>	<p>(i)Bidder can use previous financial credentials of company taken over by bidder or of its own.</p> <p>(ii) Bidder cannot use previous financial credentials of specific business vertical of company taken over by bidder.</p>	<p>(i)Bidder can use previous experience of company taken over by bidder.</p> <p>(ii) Bidder can use previous experience of the business vertical which has been taken over by bidder (not entire experience of entity B).</p>
3	<p>Parent company (bidder) using the credentials of its subsidiary</p>	<p>Financial credentials of the bidding entity</p>	<p>Parent company can use the credentials of its subsidiaries.</p> <p>In such case, additional surety to be taken from parent and subsidiary for joint and several responsibility.</p>
4	<p>Indian subsidiary (bidder) using the credentials of its Foreign Principals</p>	<p>Financial credentials of the bidding entity. In case the bidding entity's Audited Balance Sheet (BS) is not yet made, BS of the Parent Company shall be acceptable.</p>	<p>Credentials of the Foreign Principals can be used. However, the foreign principal shall be required to furnish a legally enforceable undertaking that they shall be jointly and severally liable, along with the bidder, for the successful execution of the order, if awarded.</p>

		5	Demerger of an entity B from another entity A by virtue of Corporate re-structuring exercise	Demerged entity can use the credentials of original/ parent entity (based on the merit and circumstances of the cases like type of procurement, nature of de-merger, number of eligible bidders available etc.) to satisfy the eligibility criteria in the tender for 5 years from the date of incorporation of the new entity. Government regulations, if any, may be followed.	Demerged entity can use the credentials of original/ parent entity to the extent of demerger scheme as approved by the competent authority and subject to verification (based on the merit and circumstances of the cases like type of procurement, nature of de-merger, number of eligible bidders available etc) to satisfy the eligibility criteria in the tender for 5 years from the date of incorporation of the new entity. (However, same experience cannot be used by the original entity).
		6	A new entity formed has taken over all the assets and liabilities of the proprietorship concern or partnership firm wherein one or more of the Directors of the new entity were the proprietor or partners and the erstwhile proprietorship concern/ partnership firm has ceased doing business after taking over of the business by the new entity.	The new entity can use the financial credentials of the erstwhile proprietorship concern/ partnership firm.	The new entity can use the experience of the erstwhile
7c.	<p>If JV is allowed in the tender, then the partner company on the basis of whom the JV qualifies in the tender should have minimum 50% equity holding in the JV. Such company shall provide undertaking that they will not dilute their equity holding in JV till the execution of contract and defect liability period is over.</p> <p>Financial PQC: Not Applicable</p>				
8.	<p>Delivery Period for Supply</p> <p>Supply – 30 days from the date of award of contract on GEM.</p> <p>IOCL reserves the right to reject any deviation to delivery terms not meeting IOCL’s requirement after giving one chance to the bidder to accept IOCL’s requirement</p>				
	Third Party Inspection: Not Applicable				

9.	Not Applicable
10.	IBR:Not Applicable Not Applicable
11.	Payment Terms Supply: 100% payment will be released within thirty (30) days after receipt and acceptance of material at IOCL BGR Store and on-line submission of bills.
12.	Guarantee/Warranty (Defect liability period) Minimum Warranty/Guarantee shall be 18 (eighteen) months from the date of delivery or 12 (twelve) months after the same have been put in service or commissioned, whichever is earlier
13.	Performance Bank Guarantee (PBG): Applicable Bidder has to submit PBG for 5% of total Order value valid for Delivery period + Warranty period + 2 months claim period and shall be furnished within 15 days of award of contract on GEM. However, In case PBG value is less than Rs. 1 lakh, BG is not to be submitted & equivalent PBG amount shall be deducted from vendor's invoice in lieu of PBG and retained for a period of "Warranty period + 2 months". Warranty Period will start from the date of acceptance of materials at IOCL-BGR store. Deducted amount in lieu of PBG will be released only after completion of warranty period plus 2 months claim period.
14.	Tendered item quantity Divisible / Non-Divisible Item Quantity is Non Divisible
15.	Applicability of DMIS policy Not Applicable
16.	Pre Bid Meeting Not Applicable
17.	Delivery Location: Kokrajhar Medical College and Hospital, Kokrajhar, Assam
18.	Bidder to quote strictly as per technical specification sheet attached in the next section "Buyer uploaded ATC document"

Note: Bidder mandatorily to upload the dully filled , signed , stamped copy of commercial annexures (1-12) uploaded in tender (Refer pdf file: ITB_GEM_Final)

6. Buyer Added Bid Specific ATC

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

अस्वीकरण/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 [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
16. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

All GeM Sellers/Service Providers 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.

[यह बिड सामान्य शर्तों के अंतर्गत भी शासित है /This Bid is also governed by the General Terms and Conditions](#)

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।/In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---धन्यवाद/Thank You---