

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	04-05-2026 10:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	04-05-2026 10:30:00
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	Indian Oil Corporation Limited
कार्यालय का नाम/Office Name	locl- Gujarat Refinery
कुल मात्रा/Total Quantity	6400
वस्तु श्रेणी /Item Category	Supply of Caustic Soda Lye in Tanker
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	Supply of Caustic Soda Lye in Tanker
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Caustic Soda - (Solid and Lye) for ONGC as per IS 252, Caustic Soda (V2) ISI Marked to IS 252, Liquefied Petroleum Gas (LPG) as per IS 4576 for Bulk Supply, Shoes Black Non-Slip for Camouflage Rig ICG, Common Salt For Chemical Industries (V2) Conforming to IS 797, Quick Lime For Chemical Industries (V2) Conforming to IS 1540 Part 1
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	<ul style="list-style-type: none"> • Caustic Soda - (Solid and Lye) for ONGC as per IS 252
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,Bidder Turnover,Certificate (Requested in ATC),OEM Authorization Certificate,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

बिड विवरण/Bid Details	
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	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
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	3
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	3
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	Yes
रिवर्स नीलामी योग्यता नियम/RA Qualification Rule	H1-Highest Priced Bid Elimination
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)	Yes
Inspection to be carried out by Buyers own empanelled agency	Yes
Type Of Inspection	Post Dispatch
Name of the Empanelled Inspection Agency/ Authority	Inspection by IOCL at Site
Auto CRAC Days	30
Payment Timelines	Payments shall be made to the Seller within 30 days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC)
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).	26

(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 Materials

IOCL- Gujarat Refinery, INDIAN OIL CORPORATION LIMITED, INDIAN OIL Corporation Limited, Ministry of Petroleum and Natural Gas

(Dgm Materials)

विभाजन/Splitting

विभाजन/Splitting Applied	Yes
बोलीदाताओं की अधिकतम संख्या, जिनके बीच ऑर्डर विभाजित किया जा सकता है। / Maximum No. Of Bidders Amongst Which Order May Be Split	2
विभाजन मानदंड इस बात पर आधारित है कि कौन सी क्वांटिटी को वितरित किया जाएगा / Split Criteria based on which quantity will be distributed	60:40 ratio. Please refer Buyer Added Bid Specific ATC for more details.

एमआईआई के लिए आरक्षित / Reserved for Make In India products

एमआईआई के लिए आरक्षित / Reserved for Make In India products	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
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	25

ट्रेड्स भुगतान संबंधी विवरण/TReDS Payment Details

This Bid provides for Trade Receivables Discounting System (TReDS) as Preferred mode of payment. For MSME sellers, payments may be processed through a TReDS exchange in which the Buyer is registered, subject to applicable policy and regulatory guidelines. Accordingly, sellers intending to avail payment through TReDS are required to be registered with at least one TReDS exchange in which the buyer is registered.

1. Bid reserved for Make In India products: : Procurement under this bid is reserved for purchase from Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. However, eligible micro and small enterprises will be allowed to participate. The minimum local content to qualify as a class 1 local supplier is denoted in the bid document. All bidders must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which the bid is liable to be rejected. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020 . In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.

2. 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 25% (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.

3. Inspection of Stores by Nominated Inspection Authority / Agency of buyer or their authorized representatives

An independent third party Professional Inspection Body can help buyer in mitigating buyer's risk with pre-dispatch/post-dispatch inspection in order to ensure that equipment, components, solutions and documentation conform to contractual requirements. The buyer has a right to inspect goods in reasonable manner and within reasonable time at any reasonable place as indicated in contract. Inspection Fee/ Charges (as pre-greed between buyer and Inspection Agency) would be borne by the buyer as per their internal arrangement but may be recovered from the seller if the consignment failed to conform to contractual specification and got rejected by the Inspection Officer .If so requested and accepted by the seller , initially seller may pay for inspection charges as applicable and get the same reimbursed from buyer if consignment accepted by the Inspecting Officer . For reimbursement seller has to submit proof of payment to Inspection Agency.

Seller/OEM shall send a notice in writing / e-mail to the Inspecting officer / inspection agency specifying the place of inspection as per contract and the Inspecting officer shall on receipt of such notice notify to the seller the date and time when the stores would be inspected. The seller shall, at his own expenses, afford to the Inspecting officer, all reasonable facilities as may be necessary for satisfying himself that the stores are being and or have been manufactured in accordance with the technical particulars governing the supply. The decision of the purchaser representative /inspection authority regarding acceptance / rejection of consignment shall be final and binding on the seller.

The Seller shall provide, without any extra charge, all materials, tools, labour and assistance of every kind which the Inspecting officer may demand of him for any test, and examination, other than special or independent test, which he shall require to be made on the seller's premises and the seller shall bear and pay all costs attendant thereon.

The seller shall also provide and deliver store / sample from consignment under inspection free of charge at any such place other than his premises as the Inspecting officer may specify for acceptance tests for which seller/OEM does not have the facilities or for special/ independent tests.

In the event of rejection of stores or any part thereof by the Inspecting officer basis testing outside owing to lack of test facility at sellers premises, the seller shall, on demand, pay to the buyer the costs incurred in the inspection and/or test. Cost of test shall be assessed at the rate charged by the Laboratory to private persons for similar work.

Inspector shall have the right to put all the stores or materials forming part of the same or any part thereof to such tests as he may like fit and proper as per QAP/governing specification. The seller shall not be entitled to object on any ground whatsoever to the method of testing adopted by the Inspecting officer.

Unless otherwise provided for in the contract, the quantity of the stores or materials expended in test will be borne by seller.

Inspecting officer is the Final Authority to Certify Performance / accept the consignment. The Inspecting officer's decision as regards the rejection shall be final and binding on the seller.

The seller shall if so required at his own expense shall mark or permit the Inspecting officer to mark all the approved stores with a recognised Government or purchaser's mark.

4. Reverse Auction would be conducted amongst all the technically qualified bidders except the Highest quoting bidder. The technically qualified Highest Quoting bidder will not be allowed to participate in RA. However, H-1 will also be allowed to participate in RA in following cases:

- i. If number of technically qualified bidders are only 2 or 3.
- ii. If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.
- iii. In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
- iv. If L-1 is non-MSE and H-1 is eligible MSE and H-1 price is coming within price band of 15% of Non-MSE L-1
- v. If L-1 is non-MII and H-1 is eligible MII and H-1 price is coming within price band of 20% of Non-MII L-1

Supply Of Caustic Soda Lye In Tanker (6400 metric tonne)

(Minimum 80% Local Content required for qualifying as Class 1 Local Supplier)

तकनीकी विशिष्टियाँ /Technical Specifications

क्रेता विशिष्टि दस्तावेज़ /Buyer Specification Document	Download
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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	SOUMEN HAZRA	391320,P.O Jawaharnagar 391320	6400	365

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. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

BUYER ADDED BID SPECIFIC ATC

1.	Tender Reference No.	9030M26B68
2.	Tender / Item Description	Supply of Caustic Soda Lye in Tanker
3.	Location (s) of Work	a) IOCL Gujarat Refinery, Jawaharnagar, Vadodara Gujarat; Pin Code - 391320 b) Indian Oil Corporation-Dumad Complex, Sama-Savli Road, A soj, Vadodara, PIN- 391745
4.	Earnest Money Deposit (EMD)	In lieu of Earnest Money Deposit, Bidders are required to furnish Bid Security Declaration as per the format provided in this document.
5.	Contact Person Detail	RUBAL SINGLA Designation: MTM-P LL +91-2652237269; Email id. singlarubal@indianoil.in D. MONDAL Designation: SMTM-P LL +91-2652237263; Email id. debashis_mondal@indianoil.in H P SOLANKY Designation: CMTM-P LL +91-2652237256; Email id. solankyhiren@indianoil.in IPSITA BEHERA Designation: DGM (MAT) LL +91-2652237251; Email id. BEHERAI@INDIANOIL.IN

6.	Integrity Pact (IP)	<p>Applicable. Bidder to submit duly filled, signed by Authority Signatory and stamped Integrity Pact (IP) along with the offer, please refer Integrity Pact (IP) format provided in this document.</p> <p>Note: If the Bidder is a Partnership Firm, Integrity pact (IP) is required to be signed by all the Partners. If the Bidder is Consortium/ Unincorporated Joint Venture/Association of Persons, formed solely for the purpose of executing the tendered project, IP is to be signed by all the Partners/ members of such Consortium/Unincorporated Joint Venture/ Association of Persons. However, in case Bidder is a Company including Joint Venture Company, IP must be signed by representative of the Company duly authorized by Board Resolution.</p>
7.	Pre-Qualification Criteria (PQC)	
	Technical PQC:	
7a.	Not Applicable	
	<p>Commercial Experience PQC:</p> <p>Applicable</p> <p>For experience, the order(s) executed 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>Three orders each executed for “Caustic Soda Lye” where executed value is not less than INR 5,45,94,000.00</p> <p>OR</p> <p>Two orders each executed for “Caustic Soda Lye” where executed value is not less than INR 7,27,92,000.00</p> <p>OR</p> <p>One order executed for “Caustic Soda Lye” where executed value is not less than INR 9,09,90,000.00</p> <p>Note:- Please refer “INSTRUCTION FOR COMPLIANCE OF PRE-QUALIFICATION CRITERIA (PQC)” for required documents to fulfil commercial experience PQ Criteria.</p>	
	Financial PQC	

7c.	<p>Applicable</p> <p>The annual turnover of the bidders during any of the preceding three financial years should be at least INR 10,91,88,000.00</p> <p>Note:-</p> <p>Please refer “INSTRUCTION FOR COMPLIANCE OF PRE-QUALIFICATION CRITERIA (PQC)” for required documents to fulfil Financial PQ Criteria.</p>
8a.	<p>Delivery Period for Supply</p> <p>The supply shall be in tankers on FOR destination (door Delivery Basis i.e. transportation upto Gujarat Refinery site and insurance will also be in vendor's scope) on daily basis/as per IOCL intimation based on requirement of approx. 150 - 250 Tons per month.</p> <p>The normal requirement is on staggered delivery basis @ approx. 150 - 250 MT/month and the supply shall be regulated by IOCL based on the consumption pattern depending upon plant operation. In case of increase/decrease in IOCL requirement (even for abnormal variation to the estimate of 150 - 250 MT per month) the same shall be reviewed and required delivery schedule shall be informed from time to time and supply shall be made accordingly. Actual requirement may be lesser than the order quantity and there will be no liability on IOCL for lesser requirement.</p> <p>Period of contract shall be 12 months from date of placement of order. However, the contract may be further extended upto six months on mutual agreement basis. Material to be delivered within 2-4 days from the date of IOCL intimation.</p> <p>Date of LR shall be considered as date of delivery.</p> <p>NOTE:- 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>
8b.	<p>Time Period For Site Work/ Services</p> <p>Not Applicable</p>
9.	<p>Third Party Inspection</p> <p>Not Applicable</p>
10.	<p>IBR</p> <p>Not Applicable</p>
11.	<p>Payment Term</p> <p>100% payment will be released within thirty (30) days after receipt and acceptance of material at site and on-line submission of bills.</p>
12.	<p>Guarantee/Warranty (Defect liability period)</p> <p>The Goods/Services supplied under the Contract(s) shall be in accordance with the contract specifications & quality and the Goods shall be brand new and have standard Guarantee/Warranty for one year period from the date of final acceptance by the consignee. Further, Scope of Warranty shall be as per GeM GTC, if not defined elsewhere in the tender.</p> <p>Guarantee / Warranty clause mentioned herein shall prevail over the Guarantee / Warranty clause mentioned elsewhere in the tender documents</p>
	<p>PWCAMC/PWAMC</p>

13.	Not Applicable
14.	Performance Bank Guarantee (PBG)
	<p>Vendor shall furnish PBG/ISB equivalent to 5% of the order value valid till full defect liability period plus two months claim period i.e., Total 26 Months (12 Months Contract Period plus 12 Months for Defect Liability Period plus 2 Months for Claim Period). PBG/ISB as stated above shall be furnished within 15 days of order. In case of increase in the order value due to an amendment, the PBG/ISB value shall be proportionately increased.</p> <p><u>SPECIAL NOTE FOR PBG:-</u></p> <p>PBG requirement shall be relaxed by 50% in case of MSEs owned by SC/ST & Women Entrepreneurs.</p>
15.	Site Work
	Not Applicable
16.	Tendered item quantity Divisible / Non-Divisible
	Item Quantity is Divisible
17.	Applicability of DMIS policy
	Not Applicable
18.	Minimum % of Local Content required in this tender
	<p>Minimum 80% Local Content required</p> <p>In case item is imported and bidder has participated as reseller, OEM certificate for country of origin to be submitted.</p>
19.	Authorization to submit bids
	When a bidder submits quotation for an item manufactured by some different company, the bidder is also required to attach, in its quotation, the manufacturer's authorization certificate and manufacturer's confirmation of extending the required warranty for that product.
	Split ordering

20.	<p>Applicable</p> <p>Tender quantity to be split between 2 bidders in 60:40 ratio if two techno commercially acceptable offers received against the open tender or more than two techno commercially acceptable offers received against an open tender.</p> <p>The rates of the L-1 bidder (with or without negotiation as the case may be) will be offered to other than L-1 parties in ascending order (i.e. L-2, L-3 and so on) for price matching for award of 40 % quantity. The offer of the party not agreeing to L1 rates will not be considered.</p> <p>If no bidder agrees to match the rate of the L1 bidder, the L1 bidder shall be ordered 70%, subject to meeting PQC for 70%, and balance portion will be re-tendered. In case L1 does not meet the 70% PQC requirement, order shall be placed for 60% and balance re-tendered.</p> <p>Above shall supersede any other condition mentioned elsewhere in the tender.</p> <p>IOCL reserves the right to place orders in the ratio given in the tender or for higher quantity in case other bidders do not match the rate of L1.</p>
21.	<p>Reverse auction</p> <p>Applicable</p>

In case of any conflict in the terms mentioned in this BUYER ADDED BID SPECIFIC ATC and elsewhere in the tender, the terms indicated in BUYER ADDED BID SPECIFIC ATC shall supersede. In the event of any irreconcilable conflicts, the hierarchy for the acceptance shall be-

- Buyer Added Bid Specific ATC
- Scope & Technical Specifications of Tender
- Bid Document
- GeM General Terms & Conditions

Address of the Tender Issuing Authority:
Deputy General Manager (Materials),
 GUJARAT REFINERY, PO: JAWAHARNAGAR,
 VADODARA-391320 GUJARAT,
 LL:- +91-265-223 7273;

Email id. beherai@indianoil.in

3. 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.

[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---