

बिड दस्तावेज़ / Bid Document

बिड विवरण / Bid Details	
बिड बंद होने की तारीख/समय / Bid End Date/Time	09-02-2026 14:00:00
बिड खुलने की तारीख/समय / Bid Opening Date/Time	09-02-2026 14:30:00
बिड पेशकश वैधता (बंद होने की तारीख से) / Bid Offer Validity (From End Date)	90 (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	Research & Development Centre (materials Department)
कार्यालय का नाम / Office Name	Faridabad
कुल मात्रा / Total Quantity	3
वस्तु श्रेणी / Item Category	VEHICLE DIAGNOSTIC & INSPECTION TOOLS , VEHICLE REPAIR FACILITY , WORKSTATION
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	WORKSTATION
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	HEPA Workstation, Fixed Computer Workstation, Digital Forensic Workstation, Anaesthesia Workstation (V2), Mobile Computer Workstation, ENT (Ear nose throat) Workstation, ESD Workstations, Advanced Integrated Video Urodynamic Workstation, Electrochemical Workstations, Adjustable Monitor Mount with Adjustable Keyboard Workstation
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	<ul style="list-style-type: none"> • HEPA Workstation
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), Additional Doc 2 (Requested in ATC), Additional Doc 3 (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 मेन् 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	7
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	1
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
प्राथमिक उत्पाद श्रेणी/Primary product category	VEHICLE DIAGNOSTIC & INSPECTION TOOLS
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	5 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).	14

(a). ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए। / EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

लाभार्थी /Beneficiary :

DGM(M and C)
INDIAN OIL CORPORATION LIMITED, Research & Development Centre (Materials Department), Faridabad
(ocl R And D Centre)

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

एमआईआई खरीद वरीयता / MII Purchase Preference

एमआईआई खरीद वरीयता / MII Purchase Preference	Yes
मेक इन इंडिया विक्रेताओं को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% तक की सीमा में है / Purchase Preference to MII sellers available upto price within L1+X%	20
मेक इन इंडिया खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MII purchase preference	100
सार्वजनिक खरीद (मेक-इन-इंडिया को प्राथमिकता) आदेश 2017 के अनुसार केवल क्लास 1/क्लास 2 के स्थानीय आपूर्तिकर्ताओं को ही भागीदारी की अनुमति है दिनांक 16.09.2020 (समय-समय पर संशोधित एवं लागू) / Allow participation only from Class 1/Class 2 local suppliers as per the Public procurement(Preference to Make-in-india) order 2017 date 16.09.2020(as amended and applicable time to time)	Yes, in compliance with the MII ORDER : DPIIT Order(as amended and applicable time to time)

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. Preference to Make In India products (For bids < 200 Crore):Preference shall be given to 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. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder 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 no purchase preference shall be granted. 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 (preferenc

to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate. 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.

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 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.

3. 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

VEHICLE DIAGNOSTIC & INSPECTION TOOLS (1 pieces)

(क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक/Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

तकनीकी विशिष्टियाँ /Technical Specifications

क्रेता विशिष्टि दस्तावेज़ /Buyer Specification Document	Download
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उपरोक्त मद के लिए इंस्टॉलेशन कमीशनिंग एंड टेस्टिंग (आईसीटी) का विवरण / Installation Commissioning and Testing (ICT) details for the above item:

% of Product Cost Payable on Product Delivery	90%
Min Cost Allocation for ICT as a % of product cost	10%
Number of days allowed for ICT after site readiness communication to seller	14 Days

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

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	S.Arunagirisamy	121007,INDIAN OIL CORPORATION LTD R&D CENTRE, SECTOR-13, FARIDABAD	1	60

VEHICLE REPAIR FACILITY (1 pieces)

(क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक/Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

तकनीकी विशिष्टियाँ /Technical Specifications

क्रेता विशिष्टि दस्तावेज़ /Buyer Specification Document	Download
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उपरोक्त मद के लिए इंस्टॉलेशन कमीशनिंग एंड टेस्टिंग (आईसीटी) का विवरण / Installation Commissioning and Testing (ICT) details for the above item:

% of Product Cost Payable on Product Delivery	90%
Min Cost Allocation for ICT as a % of product cost	10%
Number of days allowed for ICT after site readiness communication to seller	14 Days

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

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	S.Arunagirisamy	121007,INDIAN OIL CORPORATION LTD R&D CENTRE, SECTOR-13, FARIDABAD	1	60

WORKSTATION (1 pieces)

(क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक/Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

तकनीकी विशिष्टियाँ /Technical Specifications

क्रेता विशिष्टि दस्तावेज़ /Buyer Specification Document	Download
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उपरोक्त मद के लिए इंस्टॉलेशन कमीशनिंग एंड टेस्टिंग (आईसीटी) का विवरण / Installation Commissioning and Testing (ICT) details for the above item:

% of Product Cost Payable on Product Delivery	90%
Min Cost Allocation for ICT as a % of product cost	10%
Number of days allowed for ICT after site readiness communication to seller	14 Days

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

क्र.सं./S.N o.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	S.Arunagirisamy	121007,INDIAN OIL CORPORATION LTD R&D CENTRE, SECTOR-13, FARIDABAD	1	60

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

1. Scope of Supply

Scope of supply (Bid price to include all cost components) : Supply Installation Testing and Commissioning of Goods

2. Generic

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

- Copy of PAN Card.
- Copy of GSTIN.
- Copy of Cancelled Cheque.
- Copy of EFT Mandate duly certified by Bank.

3. 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.

4. Generic

Without prejudice to Buyer's right to price adjustment by way of discount or any other right or remedy available to Buyer, Buyer may terminate the Contract or any part thereof by a written notice to the Seller, if:

- The Seller fails to comply with any material term of the Contract.
- The Seller informs Buyer of its inability to deliver the Material(s) or any part thereof within the stipulated Delivery Period or such inability otherwise becomes apparent.

- iii) The Seller fails to deliver the Material(s) or any part thereof within the stipulated Delivery Period and/or to replace/rectify any rejected or defective Material(s) promptly.
- iv) The Seller becomes bankrupt or goes into liquidation.
- v) The Seller makes a general assignment for the benefit of creditors.
- vi) A receiver is appointed for any substantial property owned by the Seller.
- vii) The Seller has misrepresented to Buyer, acting on which misrepresentation Buyer has placed the Purchase Order on the Seller.

5. **Generic**

Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.

6. **Warranty**

Warranty period of the supplied products shall be 1 years from the date of final acceptance of goods or after completion of installation, commissioning & testing of goods (if included in the scope of supply), at consignee location. OEM Warranty certificates must be submitted by Successful Bidder at the time of delivery of Goods. The seller should guarantee the rectification of goods in case of any break down during the guarantee period. Seller should have well established Installation, Commissioning, Training, Troubleshooting and Maintenance Service group in INDIA for attending the after sales service. Details of Service Centres near consignee destinations are to be uploaded along with the bid.

7. **Purchase Preference (Centre)**

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, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. 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. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for percentage of 100% of total value.

8. **Generic**

Manufacturer Authorization: Wherever Authorised Distributors/service providers are submitting the bid, Authorisation Form /Certificate with OEM/Original Service Provider details such as name, designation, address e-mail Id and Phone No. required to be furnished along with the bid

9. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

General Instructions to bidders:

Site supervision for 3 days and installation within 2 weeks from site readiness communication from IOCL.

Submission of all certificates are mandatory like below :

1. EMD / Bid Security Declaration has been submitted by bidder(s)
2. Proforma of declaration of blacklisting / holiday listing
3. Proforma for Declaration of NCLT/ NCLAT/ DRT/ DRAT/ Court Receivership / Liquidation
4. Compliance of Restrictions for bidders from countries which share land border with India
5. MII declaration for amount of local content and name of place where value addition done

Bidders are required to read carefully & understand all the terms and conditions in the bid document before submitting the bids on GeM portal. Offers should be submitted strictly in accordance with the tender terms & conditions. Bidders are advised not to upload unnecessary / unsolicited documents. The same will not be evaluated.

- 1) Bidders to note that there shall be no requirement of submission of EMD against this tender. However all bidders shall be mandatorily required to submit Bid Security Declaration in lieu of EMD as per below indicated standard format:

The requirement of submission of Bid Security Declaration shall also be applicable for bidders who are, otherwise, exempt, from submission of EMD (e.g., MSE / Start-up / any exempted category bidders).

Offers received without Bid Security Declaration as per tender requirement shall be liable for rejection.

Format of Bid Security Declaration from bidders in lieu of Earnest Money Deposit / Bid Security (On Bidders' Letter Head)

I / We, the authorized signatory of M/s _____, participating in the subject Tender No: _____, for the job of _____, do hereby declare that in the event:

I / We withdraw / modify our bid during the period of bid validity

OR

I / We commit any other breach of tender conditions / contract which would have otherwise attracted forfeiture of EMD

OR

I / We fail to / refuse to initiate the execution of the awarded Contract as per the terms of the Contract then I / We could be suspended from being eligible for bidding / award of all future tender(s) for a period as applicable per the Incident Management Policy of GeM.

Signature and seal of authorized signatory of bidder

Name of authorized signatory:

2) Commercial Experience Criteria:

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:

(Note: It is clarified that the last date of order execution shall fall in the above mentioned period)

Three orders each executed for " Supply and installation of a Vehicle workshop featuring various tools, sensors and data-acquisition systems for automotive applications. (OR) Automotive testing workstation, combustion instruments, measurement system, diagnostic tools, and heavy-duty storage. (OR) Supply and installation of an automotive test setup with a powertrain analysis system, comprised of a piezo-based data acquisition platform designed for combustion, electric, and hybrid measurement applications." where executed value is not less than the amount equal to Rs. 65,79,000.00

OR

Two orders each executed for “Supply and installation of a Vehicle workshop featuring various tools, sensors, and data-acquisition systems for automotive applications. (OR) Automotive testing workstation, combustion instruments, measurement system, diagnostic tools, and heavy-duty storage. (OR) Supply and installation of an automotive test setup with a powertrain analysis system, comprised of a piezo-based data acquisition platform designed for combustion, electric, and hybrid measurement applications.” where executed value is not less than the amount equal to Rs. 87,72,000.00

OR

One order each executed for “Supply and installation of a Vehicle workshop featuring various tools, sensors, and data-acquisition systems for automotive applications. (OR) Automotive testing workstation, combustion instruments, measurement system, diagnostic tools, and heavy-duty storage. (OR) Supply and installation of an automotive test setup with a powertrain analysis system, comprised of a piezo-based data acquisition platform designed for combustion, electric, and hybrid measurement applications” where executed value is not less than the amount equal to Rs. 1,09,64,000.00

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

FOR Destination price (Total landed cost i.e., All inclusive of P&F, Freight, TPI, Taxes and duties etc.) shall be considered for arriving at executed order value.

Foreign orders in currency other than INR shall be converted to INR on the date of the said Purchase Order.

For fulfilling the commercial experience criteria any one of the following documents may be considered as valid proof for meeting the criteria:

i. 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.

ii. Purchase Order along with Bank Certificate indicating payment against the PO

iii. 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.

iv. In case bidder cites any reference of job executed for IOCL and bidder has not / is not able to furnish documentary evidence, the internal records of IOCL shall be considered against proof of fulfillment of commercial or technical experience criteria. LR date / RC (01/103 movement type in SAP) date (if LR date is not available in SAP) shall be deemed as date of execution.

v. 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.

Bidders are advised to provide following details for purchase orders submitted against commercial experience criteria:

S.N.	Purchase Order No. and Date	PO ISSUED BY (client name) M/s	Full address of the client and contact person (Name & Details i.e. e-mail ID(s), Mobile No(s) etc)	Order execution completion dt.	Order execution completion on proof as mentioned in Tender PQC requirement	Invoice no. and date (along with copy)
1						
2						
3						

Format for self certification on letter head of bidder for fulfilling commercial experience criteria. Bidder is advised to provide self certification for all the invoices being submitted against the subject tender.

SELF CERTIFICATION :

We hereby certify that that supplies against the PO no ... dated ... and corresponding invoices no dated ... have been executed on ...

(Signature of bidder)

3) Financial Pre-Qualification Criteria:

The annual turnover of the bidders during any of the preceding three financial years should be at least Rs. 1,31,57,000.00

For fulfilling the financial criteria any one of the following documents may be considered as valid proof for meeting the criteria:

- Audited Balance Sheet with Profit & Loss statement / Annual Report with Profit & Loss statement (with UDIN)
- Balance sheet with Profit & Loss statement available in public domain
- In case of foreign bidders, relevant tax returns of their country showing annual turnover

Note: In case the NIT publication date is within September or last date for filing audited balance sheet as notified by CBDT, the bidder can submit the balance sheets of any of the previous three Financial Years (excluding the immediately preceding year).

S.N.	Financial Year	Details of Documentary evidence (i.e. audited balance sheet/ profit and loss statement of audited balance sheet / published annual report / balance sheet in public domain etc./ turnover certificate issued by chartered accountant)	Turnover
1			
2			
3			

4) Acceptance of PQ Documents of related / unrelated parties shall be as follows:

Sl. No.	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 financial experience of any of the merged companies in case balance sheet of the new entity is not available	New Entity can use experience of any of the merged companies
2	An entity (A) takes over another entity (B) and B ceases to exist (or the specific business vertical of B ceases to exist)	Financial credentials of the bidding entity	New Entity can use experience of any of the two companies
3	Parent company (bidder) using the credentials of its Subsidiary.	Financial credentials of the bidding entity	Parent company can use the credentials of its subsidiaries
4	Indian subsidiary (bidder) using the credentials of its Foreign Principals	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.	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. Warranty period for such bidders shall be 18 months from commissioning or 24 months from supply, whichever is earlier. Bidder shall have manufacturing facility in India.

The term **entity** shall mean Pvt Ltd, Public Limited and LLP firms. The proprietary firms and Partnership firms shall not be considered.

- 5) Notwithstanding any other condition / provision in the tender documents, bidders are required to submit complete documents pertaining to Pre-Qualification Criteria (PQC) along-with their offer.

IOCL reserves the right to complete the evaluation, with or without seeking any additional supporting documents / clarifications.

- 6) Consortium/JV bids shall not be accepted in the tender.
- 7) In case where the bidder due to their internal / local regulation (particularly in case such bidders are subsidiaries of other foreign company) are unable to submit audited financial statement, CEO / CFO's certificate from the company or from the parent company (in case bidder is a subsidiary) stating the turnover of the bidding entity along with a declaration that the bidding company is not in a position to submit its financial statement as per the local / internal regulation (clearly specifying the applicable regulation) with an endorsement by Chartered Accountant/Statutory Auditor / Certified Public Accountant (not being an employee or a Director or not having any interest in the bidder's) company / firm) may be accepted.

Wherever Chartered Accountant / Statutory Auditor / Certified Public Accountant (not being an employee or a director or not having any interest in the bidder(s) company / firm) is not in a position to endorse such CEO / CFO's certificate due to local regulations, CEO / CFO's certificate without endorsement may be accepted provided a reference of the local regulation restricting this endorsement is given in the CEO / CFO certificate.

- 8) Similarly in case where the bidder cites the reasons of Non-Disclosure Agreement (NDA) for its inability to submit necessary documents in support of meeting the experience criteria, a certificate, in original, certifying all the required information, issued by CEO / CFO of the company along with a declaration that the bidding company is not in position to submit the required documents owing to the NDA with an endorsement by Chartered Accountant / Statutory Auditor / Certified Public Accountant (not being an employee or a Director or not having any interest in the bidder(s) company / firm) may be accepted.

Wherever Chartered Accountant / Statutory Auditor / Certified Public Accountant (not being an employee or a Director or not having any interest in the bidder(s) company / firm) is not in a position to endorse such CEO / CFO's certificate due to local regulations, CEO / CFO's certificate without endorsement may be accepted provided a reference of the local regulation restricting this endorsement is given in the CEO / CFO certificate.

- 9) In case any bidder submits any of the Pre-Qualification support documents in any foreign language other than English, then it will be the responsibility of such bidder to also provide the English translation copy of the same duly certified, stamped and signed by their Local Chamber of Commerce. Translation by Indian Embassy / High Commission or authorized / approved translation agencies (by Indian Embassy / High Commission) or any other independent authority shall also be acceptable apart from the Local Chamber of Commerce of country of origin.

- 10) Submission of authentic documents is the prime responsibility of the bidder. However, IOCL reserves the right to verify the PQC documents submitted by the bidder(s). For the purpose of verification, bidders shall submit complete client details with names, address, phone numbers and e-mail id with the understanding that IOCL may contact the bidder's client to verify the PQC documents. Wherever required bidders may have to submit notarized / verified copy of PQC documents. Non submission of these documents, if asked for, will lead to rejection of offer. Should IOCL decide to place order pending verification of PQC documents, payment shall be made only after completion of order. If at any stage, the PQC documents are found to be forged / false / fake, suitable penal action shall be taken, which may include offer rejection, EMD forfeiture, termination of order (wherever applicable) and holiday listing suspension (in GeM) of the bidder / vendor.

- 11) Bidder to submit the technical compliance along with supporting documents like catalogue/brochure. Bidder to ensure that supporting document(catalogue/brochure) must include the technical specifications required in the subject tender.

- 12) Micro and Small Enterprises (MSEs) registered under Udyam Registration are eligible to avail the benefits under the Public Procurement Policy for Micro and Small Enterprises (MSEs). The Udyam Registration Certificate must be valid as on close date of tender. MSEs who do not have the Udyam Registration Certificate as on close date of tender, are not eligible for exemption/preference.

- 13) One Bid per Bidder: A Bidder shall submit only one bid in the same bidding process. A Bidder who submits or participates in more than one bid will cause all the offers in which the bidder has participated to be disqualified.

Alternative or Multiple price bids are not acceptable. Each tenderer / bidder can submit only one tender / bid for one package. The names of specialized sub-contractor(s) (sub-vendors, if any) may, however, appear in different offers submitted by different tenderers.

- i. A person shall be deemed to have submitted more than one bid if a person bids in an individual or joint

proprietorship format and/or in a partnership or association of persons format and/or in a company format.

ii. A company shall for this purpose include any artificial person whether constituted under the laws of India or of any other country.

iii. A person shall be deemed to have bid in a partnership format or in association of persons format if he is a partner of the firm which has submitted the bid or is a member of any association of persons which has submitted a bid.

iv. A person shall be deemed to have bid in a company format if the person holds more than 10% (ten percent) of the voting share capital of the company which has submitted a bid, or is a director of the company which has submitted a bid, or holds more than 10% (ten percent) of voting share capital in and or is a director of a holding company of that company which has submitted the bid.

By making a bid pursuant to the Tender Documents, the bidder / tenderer shall be deemed to have declared that the bidder / tenderer has not made any other bid or a multiple bid as understood or deemed in terms of this clause.

All the multiple bids of a bidder shall be rejected and the Earnest Money Deposit for all such bids shall be forfeited, not by way of penalty or liquidated damages but by way of reimbursement of the pre-estimated costs likely to be incurred by the OWNER towards bidding process and in the scrutiny and evaluation of bids.

A Bidder which has directly or through any of its affiliates participated as a Consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid, shall not be allowed to participate.

- 14) If a bidder withdraws its bid within validity period for any reason, their bid shall not be further evaluated, and suitable penal action taken which may include EMD forfeiture (if any) and / or holiday listing action as per the discretion of IOCL.
- 15) 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.
- 16) Negotiations will not be conducted with the bidders as a matter of routine. However, IOCL reserves the right to conduct price negotiations. Bidders are advised to quote competitive prices considering the fact that price negotiations, if required, could be held with the lowest bidder only.
- 17) Tendering can be abandoned by IOCL without assigning any reason. No compensation shall be paid for the efforts made by the bidder.
- 18) IOCL reserves the right to reject, accept or prefer any tender or to abort the bidding process without assigning any reason whatsoever.
- 19) Although normally the lowest responsive bid amongst the bids submitted by bidders and considered by IOCL to be qualified and competent shall be preferred, IOCL reserves the right not to accept the lowest bid if in its opinion this is not in the interests of IOCL.
- 20) IOCL reserves the right to allow purchase preference to MSEs, Local Suppliers etc. as per extant Government policy(ies) and to JV Companies as per IOCL policy in vogue. For the purpose of Purchase Preference, the total landed cost (considering technical or commercial loadings if any) of the lowest bidder(s) shall be considered to decide applicability of the Purchase Preference.
- 21) IOCL reserves the right to accept or reject any tender in part or full without assigning any reason whatsoever. IOCL also reserves its right not to accept the lowest

ates quoted by the tenders and also to split the order as per our requirement.

- 22) Components / spares / accessories: If a bidder does not quote for some components / spares / accessories specifically indicated in the tender for consideration along with the main equipment, the same shall be considered as “free supply”.
- 23) If a bidder does not mention Taxes & Duties in their offer as specified in tender, the same shall be considered as Borne by vendor.
- 24) The contractor/supplier would be liable to reimburse or make good of amount equivalent to the value of GST charged in tax invoice/debit note to IOCL along with their consequential implications in cases where contractor/supplier defaults in deposit of taxes to Govt. or non updation / incorrect updation of the invoice data in G TN network or non-filling of returns or wrongly charges Integrated Tax in place of Central Tax + State/Union Territory Tax or vice versa or any other non-compliance of GST laws; by issuance of suitable credit note to IOCL. In case, contractor/supplier does not issue credit note to IOCL, IOCL would be constrained to recover the amount with consequential implications including interest / penalty payable.
- 25) Interest Prohibition Clause: Parties agree that the Seller shall not be entitled for any pre-reference and pendent-lite interest , i.e., date of cause of action till date of Award by Arbitral Tribunal. Parties agree that Seller’s claim for any such interest shall not be considered and shall be void. The Arbitrator or tribunal shall have no right to award pre-reference and pendent-lite interest in the matter to the Seller. Where the arbitral award is for the payment of money, no interest shall be payable by Buyer on whole or any part of the money for any period till the date on which the award is made.
- 26) A Tender is liable for rejection in the following circumstances, if a bidder:
- i. Does not pay the EMD/BSD, wherever required, before deadline
 - ii. Does not fulfill minimum pre-qualification criteria as per the Tender Documents
 - iii. Stipulates the validity period less than what is stated in the Tender Documents and refuses to extend.
 - iv. Stipulates their own conditions and does not agree to withdraw the deviations, rendering their bid unacceptable
 - v. Does not submit bid in the prescribed format making it impossible to evaluate the bid
 - vi. Indulges in tampering of tender documents
 - vii. Does not conform to any tender condition which stipulates non-conformance of tender conditions as a rejection criteria
 - viii. Submits false/ fraudulent / forged documents.
 - ix. Influences tender outcome
 - x. Bidder is not eligible to participate.
- 27) Penalties for Violation / Non-adherence of safety procedures and practices for site work:
1. Violation of applicable Safety, Health and Environment related norm a penalty of Rs.5,000.00 per occasion
 2. Violation as above resulting in any physical injury, a penalty of 0.5% of the contract value (maximum of Rs.2,00,000.00) per injury in addition to Rs.5,000.00 per occasion as in item 1.
 3. Fatal accident, a penalty of 1% of the contract value (maximum of Rs.10,00,000.00) per injury in

addition to Rs.5,000.00 per occasion as in item 1.

The vendor to take appropriate insurance policy for the effective implementation of the above penalty provision.

28) Time barred claims: Ordinarily, all claims are time barred after a period of three years calculated from the date when the payment falls due unless the payment claim has been under correspondence.

29) Cartel formation, bid rigging, collusive bidding are against the basic principle of competitive bidding and defeats the very purpose of open and competitive tendering system. Such practices are severely discouraged. Suitable administrative actions which include but not limited to rejecting the offers, holiday listing action as per policy in vogue for breach of integrity may be initiated in such cases.

30) Instructions for Performance Bank Guarantee (PBG):

The successful bidder shall submit PBG as per tender requirement to the buyer (in format prescribed in GeM) valid for 2 months beyond the date of completion of all contractual obligations including warranty obligations within 15 days of award of contract on GeM.

BGs less than Rs. 2 cr may be accepted from any scheduled bank (including nationalized banks, other scheduled commercial banks, scheduled cooperative banks and scheduled regional rural banks) as appearing in the Second Schedule to the RBI Act 1934.

Bank Guarantee(s) shall be submitted as per the following details:

A. Selection of Bank:

a) BG upto Rs. 2 Crore can be accepted if it is issued by an Indian branch of any scheduled bank appearing in the Second Schedule to the RBI Act, 1934.

b) BG of above Rs. 2 Crore can be accepted if it is issued by an Indian branch of:

i. Any Nationalized / PSU bank appearing in the Second Schedule to the RBI Act, 1934.

Or

ii. Any scheduled bank (other than a Nationalized Bank / PSU bank) having at least desired Credit Rating at the time of acceptance of BG.

ii) Desired credit rating is defined as under:

a) In case of foreign banks:

1) If the tenor of BG is more than 1 year: credit rating of 'A' of Moody's or equivalent

2) If the tenor of BG is upto 1 year: credit rating of 'P-1' of Moody's or equivalent i.e. highest short term rating.

b) In case of Indian banks:

1) If the tenor of BG is more than 1 year: credit rating of: 'AA' of CRISIL or equivalent.

2) If the tenor of BG is upto 1 year: credit rating of 'P-1' of Moody's or equivalent i.e. highest short term rating.

B. Apart from above, BG, irrespective of its amount, issued by any other bank including but not limited to non-scheduled banks, foreign branches of scheduled banks and foreign branches of foreign banks, can be accepted provided such BG is counter guaranteed by any bank mentioned above at (i) b.

C. Credit Rating

The Vendor shall note that, in case of acceptance of BG issued or counter guaranteed by a bank mentioned at para (i) b (ii), if the credit rating of such bank falls below the Credit Rating mentioned under clause (i) b (ii) during the validity period of BG, the Vendor shall either submit a fresh BG or get the existing BG counter guaranteed, at its own cost, through a bank mentioned above at (i) b (having at least desired Credit Rating as mentioned above, if applicable). In case of non-submission of bank guarantee(s), without prejudice to any other right or remedy available to the owner, the owner shall be entitled to encash the bank guarantee(s).

D. As a special initiative to encourage more participation, PBG requirement shall be relaxed by 50% in case of MSE's owned by SC/ST & Women entrepreneurs.

E. Bank Guarantee is an agreement between Bank and beneficiary (IOCL) and the same is issued directly by the bank in favor of beneficiary. Accordingly, the stamp paper of appropriate value is required to be purchased in the name of the bank issuing the guarantee. The BGs on e-stamp paper may also be accepted in addition to non-judicial stamp paper.

F. In the stamp paper, First Party to the Bank Guarantee should be the Bank issuing the Guarantee and the Second Party should be the Beneficiary i.e. IOCL.

G. Modalities to be followed with respect to Bank Guarantee confirmation:

Bidders to ensure that BG issuing bank will send SFMS in IFN 760COV (for any new Bank Guarantee) and IFN 767 COV (for any amendment in bank guarantee) through the SFMS Platform as per the mandatory fields given below:

SFMS Field No	Description	Value
7034	Name of Beneficiary and his details	INDIAN OIL CORPORATION LIMITED
7035	Beneficiary IFSC	ICIC0000007
7036	Beneficiary branch name and address	ICICI Bank, 9A, Phelps Building, Connaught Place, New Delhi-110001
7037	Sender to Receiver Information	IOCL9400

31) Bidders are required to provide the below declaration on their company's letter head:

Bidder to confirm "Whether any of the Directors of Bidder is a relative of any Director of IOCL or the Bidder is a firm in which any Director of IOCL or their relative is a Partner or the Bidder is a private company in which any director of IOCL is a member or Director." List of IOCL directors is available at https://iocl.com/pages/our-leadership	
In case your response to above point is that "Has relationship with director of IOCL", please elaborate the details of such a relationship. Else indicate "not applicable".	

32) Bidder to provide the below declaration on their company's Letter Head, whether they are participating in this bid as Manufacturer or Authorized Channel Partner/Distributor for the Quoted Item:

Schedule No.	Whether Manufacturer or Authorized Channel Partner/Distributor of the Quoted Item
Schedule - 1*	

[*Add more rows if more than one schedule]

Bidders to submit Declaration of Black Listing / Holiday Listing in the format given below:

PROFORMA OF DECLARATION OF BLACKLISTING / HOLIDAY LISTING

In the case of a proprietary Concern:

I hereby declare that neither I, in my personal name nor in the name of my Proprietary concern, M/s _____ which is submitted the accompanying Bid/ Tender nor any other concern in which I am proprietor nor an partnership firm in which I am involved as a partner are presently on any blacklist or holiday list declared by Indian oil Corporation Ltd. or by Ministry of Petroleum & Natural Gas (MOPNG) , nor any inquiry is pending by Indian oil Corporation Ltd or MOPNG ,in respect of any corrupt or fraudulent practice (s) against me or any other of my proprietorship concern (s) or against any partnership firm (s) in which I am or was at the relevant time involved as a partner, except as Indicated below:

(Here give particulars of blacklisting or holiday listing, and / or inquiry and in absence thereof state "Nil")

In the case of a partnership Firm:

We hereby declare that neither we, M/s _____ which is submitted the accompanying Bid / tender , nor any partner involved in the said firm either in his individual capacity or as proprietor or partner of any other firm or concern presently , are placed on any blacklist or holiday list declare by Indian oil Corporation Limited . or by ministry of Petroleum & Natural Gas (MOPNG) , nor any inquiry is pending by Indian oil Corporation Limited. Or MOPNG , in respect of Corrupt or fraudulent practice (s) against us or any partner or any concern of firm of which he is proprietor or partner , except as indicated below:

(Here give particular of blacklisting or Holiday listing and /or inquiry and in the absence thereof state "NIL")

In the case of Company:

We hereby declare that we are presently neither placed on any holiday list or blacklist declared by Indian oil Corporation Limited Or by Ministry of Petroleum & Natural Gas (MOPNG), nor any inquiry is pending by Indian oil Corporation Limited or MOPNG, In respect of corrupt or fraudulent practice (s), except as indicated below:-

(Here give particulars of blacklisting or holiday listing and /or inquiry and in the absence thereof state "NIL")

In the case of Consortium:

We hereby declare that none of the members of the Consortium are presently placed on any holiday list or blacklist declared by Indian oil Corporation Limited Or by ministry of Petroleum & Natural Gas (MOPNG) , nor any inquiry is pending by Indian oil Corporation Limited or MOPNG, in respect of corrupt or fraudulent practices (s) except as indicated below:

(Here give particulars of blacklisting or holiday listing and / or inquiry and in the absence thereof state "NIL")

In understood that if this declaration is found to be false in any particular , Indian oil Corporation Ltd shall have the right to reject my / our bid, and if the bid has resulted in a contract, the contract is liable to be terminated without prejudice to any other right or remedy (include blacklisting or holiday listing) available to Indian oil Corporation Limited.

**Place :
er**

Signature of Bid

**Date :
y**

Name of Signatc

35) Bidders to submit Declaration on NCLT / NCLAT /DRT /DRAT/ Court Receivership/ Liquidation in the format given below:

DECLARATION ON NCLT / NCLAT /DRT /DRAT/ COURT RECEIVERSHIP/ LIQUIDATION

(To be submitted on Company's Letterhead)

Tender No :

Bidder Name:

I/ We hereby declare that I/We /M/s _____, declare that :

(i) I / We am/are not undergoing insolvency resolution process or liquidation or bankruptcy proceeding as on date.

Or,

(ii) I / We am/are undergoing insolvency resolution process or liquidation or bankruptcy proceeding as on date as per details mentioned below. (Attached detail with technical bid)

Note:- Strike out which is not applicable.

It is understood that if this declaration is found to be false, Indian Oil Corporation Ltd. shall have the right to reject my/our bid, and forfeit the EMD. If the bid has resulted in a contract, the contract will be liable for termination without prejudice to any other right or remedy (including black listing or holiday listing) available to Indian Oil Corporation Ltd.

Place:

Date:

Signature of Bidder _____

Name of Signatory _____

36) Policy pertaining to BIDDERS SHARING BORDER WITH INDIA shall be applicable (Link- <https://pib.gov.in/pressReleasePage.aspx?PRID=1640778>)

UNDERTAKING (to be submitted on Company's Letterhead)

Certificate by bidder _____ E-tender ID.....

I _____ Son/Daughter of _____, do solemnly affirm and state as under:

1. That I am the _____ << Designation of the authorized signatory >> of _____ and I am duly authorized to furnish this undertaking declaration on behalf of _____ .
2. That _____ has submitted its bid no _____ dated _____ against bidding document no _____ dated _____ for _____ item/ /works for _____ R&D Centre of IOCL

T

That the company is fully aware of the provisions of policy to provide Purchase Preference (linked with local content) (PP-LC) dated 17.11.2020 and amendments thereof, enclosed in the above bidding document.

4. We hereby confirm that our offer is achieving the local content (LC) of _____

- a) Minimum 50 percentage
- b) Between 20 percentage and 50 percentage
- c) less than or equal to 20 percentage

(Trick whichever is applicable .)

Details of locations at which the local value addition is made - _____

5. I confirmed that I am aware of the implication of the above undertaking and our liability on account of wrong declaration.

(Authorized signatory of supplier)

Note: This undertaking shall be certified by the authorized signatory of the signing the bid , Preference is applicable only for suppliers claiming minimum 50 percentage Local Content.

Vendor Invoice Management System:

Bidders to note that Invoice against all Purchase Orders issued by IOCL, R&D Centre shall be Digitally signed and original invoice is to be submitted on eVIDIT portal.

It is advised to register on eVIDIT portal before submitting any bill. The link to the vendor portal is <https://apc.indianoil.in/vim>

Alternatively, originally signed invoice in physical form can be sent to the following address: -

Indian Oil Corporation Limited

IBM Tower, 2nd Floor,

A 26, Rani Ramgarh Road,

Block A, Industrial Area,

Sector 62, NOIDA,

Uttar Pradesh

Pin Code -201309.

39. For any tender-related queries, kindly contact the material officer –Lalit Bhardwaj Tel No:. 0091-129-2294 7. 1, e-mail: ;lalitkb@indianoil.in

40. Any Addendum / Corrigendum / Sale date extension in respect of above tender shall be issued on our website : 'https://gem.gov.in' only. Bidders are therefore requested to regularly visit our website to keep themselves updated.

10. 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 [attache 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 इस 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---