

बिड दस्तावेज़ / Bid Document

बिड विवरण / Bid Details	
बिड बंद होने की तारीख/समय / Bid End Date/Time	18-05-2026 21:00:00
बिड खुलने की तारीख/समय / Bid Opening Date/Time	18-05-2026 21:30:00
बिड पेशकश वैधता (बंद होने की तारीख से) / Bid Offer Validity (From End Date)	180 (Days)
मंत्रालय/राज्य का नाम / Ministry/State Name	Gujarat
विभाग का नाम / Department Name	Gujarat State Civil Supplies Corporation Limited
संगठन का नाम / Organisation Name	N/a
कार्यालय का नाम / Office Name	Gandhinagar.
कुल मात्रा / Total Quantity	2272909
वस्तु श्रेणी / Item Category	Groundnut Oil (???????? ?? ???) (Q4)
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	Certificate (Requested in ATC), Additional Doc 1 (Requested in ATC), Additional Doc 2 (Requested in ATC), Additional Doc 3 (Requested in ATC), Additional Doc 4 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेन् है / Do you want to show documents uploaded by bidders to all bidders participated in bid?	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	2
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	3

बिड विवरण/Bid Details

ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	2
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	2 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
अनुमानित बिड मूल्य / Estimated Bid Value	382871521.05
मूल्यांकन पद्धति/Evaluation Method	Item wise consignee wise evaluation
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

एडवाइजरी बैंक/Advisory Bank	ICICI
Schedule 1 ईएमडी राशि/EMD Amount (In INR)	718193
Schedule 2 ईएमडी राशि/EMD Amount (In INR)	892342
Schedule 3 ईएमडी राशि/EMD Amount (In INR)	877995
Schedule 4 ईएमडी राशि/EMD Amount (In INR)	1147645
Schedule 5 ईएमडी राशि/EMD Amount (In INR)	878399
Schedule 6 ईएमडी राशि/EMD Amount (In INR)	1044740
Schedule 7 ईएमडी राशि/EMD Amount (In INR)	1164150
Schedule 8 ईएमडी राशि/EMD Amount (In INR)	851954
Schedule 9 ईएमडी राशि/EMD Amount (In INR)	887218
Schedule 10 ईएमडी राशि/EMD Amount (In INR)	1067259
Schedule 11 ईएमडी राशि/EMD Amount (In INR)	967740

Schedule 12 ईएमडी राशि/EMD Amount (In INR)	988510
--	--------

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).	6

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित कैटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने हैं। एमएसई कैटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।/EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.

(b). The EMD Amount will be applicable for each schedule/group selected during Bid creation.

(c). 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 :

General Manager
Gandhinagar., Gujarat State Civil Supplies Corporation Limited, N/A,
(The Gujarat State Civil Supply Corporation Ltd)

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

एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	No
---	----

एमआईआई खरीद वरीयता/MII Purchase Preference

एमआईआई खरीद वरीयता/MII Purchase Preference	No
--	----

1. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

2. 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:

- 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

मूल्यांकन विधि(मदवार मूल्यांकन विधि) / Evaluation Method (Item Wise Consignee Wise Evaluation Method)

Contract will be awarded schedule wise and the determination of L1 will be done separately for each schedule. The details of item-consignee combination covered under each schedule are as under:

मूल्यांकन अनुसूचियां / Evaluation Schedules	अनुमानित मूल्य / Estimated Value	वस्तु/श्रेणी / Item/Catagory	Consignee Address	मात्रा / Quantity
Schedule 1	23939777.1	Groundnut Oil (???????? ?? ???)	Banaskantha, Vav-Tharad, Kutchh, & Any Other Godown as Suggested by GSCSCL- Head office .	142118
Schedule 2	29744732.55	Groundnut Oil (???????? ?? ???)	Mahisagar, Dahod & Any Other Godown as Suggested by GSCSCL- Head office .	176579
Schedule 3	29266503	Groundnut Oil (???????? ?? ???)	Sabarkantha, Aravlli, Mehsana, Gandhinagar & Any Other Godown as Suggested by GSCSCL- Head office .	173740
Schedule 4	38254826.55	Groundnut Oil (???????? ?? ???)	Ahmedabad City, Ahmedabad Dist., & Any Other Godown as Suggested by GSCSCL- Head office .	227099
Schedule 5	29279979	Groundnut Oil (???????? ?? ???)	Kheda, Anand, & Any Other Godown as Suggested by GSCSCL- Head office .	173820
Schedule 6	34824679.2	Groundnut Oil (???????? ?? ???)	Baroda, Chhotaudepur, Panchmahal. & Any Other Godown as Suggested by GSCSCL- Head office .	206736
Schedule 7	38804984.25	Groundnut Oil (???????? ?? ???)	Surat, Bharuch & Any Other Godown as Suggested by GSCSCL- Head office .	230365
Schedule 8	28398480.15	Groundnut Oil (???????? ?? ???)	Tapi, Valsad, Dang, Navsari, Narmada, & Any Other Godown as Suggested by GSCSCL- Head office .	168587
Schedule 9	29573924.25	Groundnut Oil (???????? ?? ???)	Junagadh, Gir Somnath, Porbandar, Dwarka & Any Other Godown as Suggested by GSCSCL- Head office .	175565
Schedule 10	35575292.4	Groundnut Oil (???????? ?? ???)	Rajkot, Jamnagar, & Any Other Godown as Suggested by GSCSCL- Head office .	211192
Schedule 11	32258006.55	Groundnut Oil (???????? ?? ???)	Bhavnagar, Botad, Amreli & Any Other Godown as Suggested by GSCSCL- Head office .	191499
Schedule 12	32950336.05	Groundnut Oil (???????? ?? ???)	Morbi, Surendranagar, Patan & Any Other Godown as Suggested by GSCSCL- Head office .	195609

Groundnut Oil (???????? ?? ???) (2272909 container(s))

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)
General	Type	Refined (Expressed), Refined (Solvent Extracted)
Governing Standards and Certifications	Compliance to FSSAI Standards & Availability of Valid FSSAI Licence	Yes
	Compliance to Good Manufacturing Practice as per FSSAI	Yes
	Compliance to Hygienic and Sanitary Requirements as per FSSAI Regulations	Yes
Packing and Marking	Packing Size	1 Ltr

Additional Specification Parameters - Groundnut Oil (???????? ?? ???) (2272909 container(s))

Specification Parameter Name	Bid Requirement (Allowed Values)
Specification	As per ATC

* Bidders offering must also comply with the additional specification parameters mentioned above.

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

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Banaskantha, Vav-Tharad, Kutchh,	,Banaskantha, Vav-Tharad, Kutchh, & Any Other Godown as Suggested by GSCSCL- Head office .	142118	30
2	Mahisagar, Dahod	,Mahisagar, Dahod & Any Other Godown as Suggested by GSCSCL- Head office .	176579	30
3	Sabarkantha, Aravlli, Mehsana, Gandhinagar	,Sabarkantha, Aravlli, Mehsana, Gandhinagar & Any Other Godown as Suggested by GSCSCL- Head office .	173740	30
4	Ahmedabad City, Ahmedabad Dist.,	,Ahmedabad City, Ahmedabad Dist., & Any Other Godown as Suggested by GSCSCL- Head office .	227099	30

क्र.सं./S.No.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
5	Kheda, Anand,	,Kheda, Anand, & Any Other Godown as Suggested by GSCSCL- Head office .	173820	30
6	Baroda, Chhotaudepur, Panchmahal.	,Baroda, Chhotaudepur, Panchmahal. & Any Other Godown as Suggested by GSCSCL- Head office .	206736	30
7	Surat, Bharuch	,Surat, Bharuch & Any Other Godown as Suggested by GSCSCL- Head office .	230365	30
8	Tapi, Valsad, Dang, Navsari, Narmada,	,Tapi, Valsad, Dang, Navsari, Narmada, & Any Other Godown as Suggested by GSCSCL- Head office .	168587	30
9	Junagadh, Gir Somnath, Porbandar, Dwarka	,Junagadh, Gir Somnath, Porbandar, Dwarka & Any Other Godown as Suggested by GSCSCL- Head office .	175565	30
10	Rajkot, Jamnagar,	,Rajkot, Jamnagar, & Any Other Godown as Suggested by GSCSCL- Head office .	211192	30
11	Bhavnagar, Botad, Amreli	,Bhavnagar, Botad, Amreli & Any Other Godown as Suggested by GSCSCL- Head office .	191499	30
12	Morbi, Surendranagar, Patan	,Morbi, Surendranagar, Patan & Any Other Godown as Suggested by GSCSCL- Head office .	195609	30

Special terms and conditions-Version:1 effective from 20-03-2026 for category Groundnut Oil (???????)

1. Buyer should verify the validity of FSSAI license of Original Product producer/OEM/Retail supplier at the time of supply.
2. Buyer should also verify the expiry of the product and ensure that it is well within the residual shelf life period mentioned in the product specification.

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

ADDITIONAL TERMS AND CONDITION OF GSCSC FOR SUPPLY OF ICDS MMY DOUBLE FILTERED G.N.OIL- 1 LTR. POUCH (April-2026 to September-2026)

The Tender document will be available and downloadable on following websites:

- a) <https://gem.gov.in>
- b) <https://gscscl.gujarat.gov.in> (corporation website: only for Information purpose).

INTRODUCTION: -

The Gujarat State Civil Supplies Corporation Ltd. (GSCSC.) is a Government Company registered under companies Act-1956 having its registered office in Sector-10-A, CH Road, Near Sachivalaya, Gandhinagar-382010.

The Government of Gujarat has appointed GSCSC, as its agency for procurement of Double Filtered G.N. Oil- 1 Ltr.Pouch ICDS Scheme through Integrated Child Development Scheme of Government of Gujarat under GeM

The GSCSC has invited applications from proprietor/ Partnership Firm/ Registered Company/ Co-operative Society/ any Manufacturing/Production unit or any other legal entity or entities registered under the Act or Statute, whichever is applicable to such entities for supply of Double Filtered G.N. Oil- 1 Ltr.Pouch MMY Scheme through Mukhymantri matrushakti Yojana of Government of Gujarat for any other Govt. scheme/purpose.

1. SCOPE OF WORK:-

The GSCSC being the appointed agency for procurement of Double Filtered G.N. Oil- 1 Ltr.Pouch MMY Scheme through Mukhymantri matrushakti Yojana of Government of Gujarat proposes to procure for **April-2026 to September-2026** from the registered suppliers through e-tender process in GeM portal.

The requirement of Double Filtered G.N. Oil- 1 Ltr.Pouch under these scheme for **April-2026 to September-2026** is approximately-as declared by GSCSC from time to time 1 Litre Pouch, the above quantity will have to be offered at Ex-factory/ plants/ warehouse/ storage location of Double Filtered G.N. Oil- 1 Ltr.Pouch suppliers. Under the above scheme Double Filtered G.N. Oil- 1 Ltr.Pouch will be procured from the registered suppliers as per the eligibility criteria mentioned in Section-2.

- 1.4. The inspection and evaluation of samples will be carried out in accordance with specified quality parameters as per the procedure stipulated in Annexure-2, Such evaluation will be conducted by the third party quality assurance agency appointed by GSCSC. The sampling offers of the estimated quantity required, should be made at **Ex-factory/ plant/ warehouse/ storage location**, as per the quality specifications provided in the **Annexure-III of Double Filtered G.N. Oil- 1 Ltr.Pouch** and as per the sampling offer schedule as mentioned in the purchase order.

INVITATION FOR BIDS:

The Gujarat State Civil Supply Corporation Ltd. (GSCSC), A Government of Gujarat Undertaking, Sector-10/A, Near New Sachivalaya, 'CH' Road, Gandhinagar 382010 invites bids from interested suppliers for supply of **Double Filtered G.N. Oil 1 LTR. Pouch packed in Pouch packing** as per ISI Specification, through GeM Portal.

1. ELIGIBILITY CRITERIA FOR SUPPLIERS :-

1.1 Bidders shall have to submit the following documents (**Refer Form I**):

a. If the bidder is a Proprietor, then a **copy of the Registration Certificate or any other proof** of business.

b. If the bidder is a **partnership firm**, then a **copy of the registered partnership deed**

In case the bidder has applied for a registered partnership deed in the relevant department/office but the registered partnership deed is not received by the last date of tender, then in such a case, if the tenderer/bidder has applied for registration of the document in the registered office, then a copy of that application and the receipt/receipt of the money deposited in the office for registration shall be uploaded. Also, the original registered partnership deed shall be deposited in the corporation without fail at the time of contract deed.

Since the concession is approved in favour of the bidder, in case the bidder does not submit the registered partnership deed at the time of contract deed on the working day-10 as per the condition of the tender, the following action shall be taken against the bidder as per the rules.

1. The bidder's EMD/Security Deposit amount will be forfeited.

2. The bidder's contract will be cancelled/the bidder will be debarred.

c. If the bidder is a **Co-Operative Society**, then a Copy of the Registration Certificate.

d. If the bidder is a **company**, then a **copy of the Memorandum of Association , Article of Association and Certificate of incorporation.**

e. If the bidder is a **Limited Liability Partnership**, then a **copy of the Certificate of Incorporation and LLP Agreement.**

f. Copy of PAN CARD

g. Copy of certificate of Registration under Goods and Service Tax Department (GST).

h. Copy of License **issued by FSSAI** mentioning the Manufacturing/Production unit of Groundnut Oil (**Refer Form- IV**)

i. Certified copy of License to work as a Factory under Factory Act. (**Refer Form - V**)

j. A Notarized self-declaration on a Rs.300/- non-judicial stamp paper, stating that the Bidder has wide experience in this field and has a good reputation in the market and has not been debarred or blacklisted by the State Government or Central Government, or any Governmental authority or any Board, Corporation or other local authority. (**Refer Form No. VI**)

Note: - Bidder(s) must submit due authorization letter in favor of the person signing the forms and documents on behalf of the Bidder(s).

1.2 Bidder(s) must have minimum average annual **Turnover** of any three years out of the last four financial years i.e., **2021-22, 2022-23, 2023-24 and 2024-25 (cluster-wise) as indicated hereunder (Refer Form- II):**

Sr. No	Cluster No.	Average Turnover of any three years out of the last four financial years	Supporting Documents
1.	Cluster -1	4.79	Bidder(s) must submit a copy of Balance Sheet and Profit & Loss Accounts for the relevant submitted years, duly certified by Chartered Accountant (with UDIN).
2.	Cluster -2	5.95	
3.	Cluster -3	5.85	
4.	Cluster -4	7.65	
5.	Cluster -5	5.86	
6.	Cluster -6	6.96	
7.	Cluster -7	7.76	
8.	Cluster -8	5.68	
9.	Cluster -9	5.91	
10.	Cluster -10	7.12	
11.	Cluster -11	6.45	
12.	Cluster -12	6.59	
	Cluster- 1 to 12	76.57	

NOTE: In case, a bidder submits its bid for more than one cluster, the turnover should be in respect of the total turnover (as specified hereinabove) of the clusters for which the bid has been submitted. Cluster wise turnover counted, for example if bidder want to participate in any 2 Cluster then his turnover must be total of both clusters required turnover.

- 1.3 **Past Performance:** Bidder(s) must have supplied same or similar category products for 30% of bid quantity in the manner indicated hereunder (cluster-wise) in any one year of the last three years (Year 2023-24, 2024-25 and 2025-26), **before the last date of submission of Tender** to any Central/State Govt. Organization/PSU/Public Listed Company/ Private Body/ Any State Local Body.

In case of bunch bids, the category related to primary product having highest bid value should meet this criterion. (Refer Form - III)

Sr. No.	Cluster No.	<u>30% of bid quantity in 1 Litre Pouch</u>	<u>Supporting Documents</u>

<u>1.</u>	Cluster -1	42635	<p>Copy of Work Completion Certificate from Buyer must be submitted.</p> <p>In case of production of an Experience Certificate/ Past Performance Certificate of any Private Company/ Private Body , Bidder(s) must submit such certificate (Containing the details of the quantity supplied, year of supply) certified by Chartered Accountant with UDIN.</p> <p>-</p>
<u>2.</u>	Cluster -2	52974	
<u>3.</u>	Cluster -3	52122	
<u>4.</u>	Cluster -4	68130	
<u>5.</u>	Cluster -5	52146	
<u>6.</u>	Cluster -6	62021	
<u>7.</u>	Cluster -7	69110	
<u>8.</u>	Cluster -8	50576	
<u>9.</u>	Cluster -9	52670	
<u>10.</u>	Cluster -10	63358	
<u>11.</u>	Cluster -11	57450	
<u>12.</u>	Cluster -12	58683	
-	Cluster- 1 to 12	681875	

NOTE: In case, a bidder submits its bid for more than one cluster, the work completion certificate should be in respect of the total bid quantity (as specified hereinabove) of the clusters for which the bid has been submitted. Cluster wise experience counted, for example if bidder want to participate in any 2 Cluster then his experience must be total of both clusters required experience quantity.

Allotment of MMY <u>GROUNDNUT OIL</u> 1 Litre Pouch (April-2026 to September-2026)					
Cluster No.	Dist. Name	Allot. April-26 to Sept-26	Cluster No.	Dist. Name	Allot. April-26 to Sept-26
1	Banaskantha	83409		Valsad	62797
	Vav-Tharad	19842		Dang	9210

	Kutchch	38867
Total		142118
2	Mahisagar	35574
	Dahod	141005
Total		176579
3	Sabarkantha	41632
	Aravalli	19486
	Mehsana	75548
	Gandhinagar	37074
Total		173740
4	Ahmedabad City	163477
	Ahmedabad Dist.	63622
Total		227099
5	Anand	97629
	Kheda	76191
Total		173820
6	Vadodara	93443
	Chhota Udepur	40037
	Panchmahal	73256
Total		206736
7	Surat	175655
	Bharuch	54710
Total		230365

8	Navsari	41923
	Tapi	22573
	Narmada	32084
Total		168587
9	Junagadh	46264
	Gir Somnath	65639
	Porbandar	23800
	Devbhumi Dwarka	39862
Total		175565
10	Rajkot	137677
	Jamnagar	73515
Total		211192
11	Bhavnagar	121271
	Botad	28155
	Amreli	42073
Total		191499
12	Morbi	51981
	Surendranagar	84483
	Patan	59145
Total		195609
Grand Total All Clusters		2272909

2. PRICE:

2.1 Bidder will have to fill-up the rates in unit **in Rs/per Pouch only. (Inclusive of all taxes).**

2.2 The rates offered must include all Government duties and taxes, expenses like transportation, transits loss, insurance, packing articles (bags etc.) **(Annexure-I)** and packing charges etc. to deliver the goods at Ex-GSCSC Taluka Godown centers **(Annexure- II)**

2.3 Bidder may quote the rate considering the Delivery Schedule given by GSCSCL.

- I. The delivery schedule given by the GSCSC **Taluka Locations** in Gujarat. GSCSCL may deal with Allocation/Order as per requirement.
- II. The **Quality Specifications** prescribed by the GSCSC for Double Filtered Groundnut Oil.
- III. The prescribed **Packing Material and Packing Weight** as per the norms etc.

3. PURCHASE QUANTITY:

GSCSCL reserves the right to increase or decrease the quantity to be ordered up to 25 % of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

4. CONTRACT PERIOD:

Validity of contract will be for the period of 180 days from the date of work order/contract or full and final payment whichever is later.

5. VALIDITY OF BID:

The bids of all bidders, who have participated in the bidding, will remain valid for the maximum period of 180 (One hundred eighty) days starting from next day of the close of bidding.

6. EARNEST MONEY DEPOSIT (EMD/ MARGIN MONEY)

6.1 EMD is 3% of estimated bid value by GSCSCL.

- 6.2 Bids submitted without EMD will be rejected. No interest is payable on EMD.
- 6.3 EMD of successful bidder shall be refunded to the successful bidder only after submission of Performance security.
- 6.4 No exemption in EMD in any form will be given to any bidder.
- 6.5 EMD shall be forfeited by GSCSCL, on account of one or more of the following reasons (in addition to any other reasons mentioned in the present terms and conditions):
- a) If bidder withdraws its bid during the period of bid validity.
 - b) Information given in the proposal is found inaccurate / fraudulent mis-leading,
 - c) In case the bidder submits forged documents.
- 6.6 The Bidder(s) may deposit the amount of E.M.D. through any of the modes from the following:
- RTGS/NEFT transfer.
 - Net Banking.

Note: Cash deposit is not allowed.

6.7 **No Interest would be paid by GSCSCL on the E.M.D.**

6.8 **Refund of EMD: EMD of bidders, other than L-1 bidder will be released within 10 working days after the completion of Reverse Auction.**

7. Reverse E-auction:

- 7.1 The Price bid of only technically qualified bidders shall be opened.
- 7.2 Reverse E-auction shall be conducted within 24 hours of opening of Price Bid, as per the General Terms and Conditions of the GeM.
- 7.3 GSCSCL at its discretion may hold the reverse auction, cluster-wise or for all clusters simultaneously.
- 7.4 Ineligible bidders will be duly intimated about their ineligibility to participate in the RA through system generated email.
- 7.5 Eligible bidders shall be duly intimated about the timing of the RA session and the reserve price, i.e., the price above which no bids will be accepted, through system generated email.

8. INTIMATION TO THE SUCCESSFUL BIDDER:-

- 8.1 The lowest bidder of online bidding will be declared as successful bidder by GeM Portal.
- 8.2 The confirmation will be sent by GeM through mail, to registered email ID.
- 8.3 GSCSCL reserves its right to call the successful bidder for negotiations.
- 8.4 GSCSCL reserves its right, to accept or to reject all or any bid including lowest bid, without giving any reason.
- 8.5 After acceptance of bid, GSCSCL shall issue Work/Purchase order to the successful bidder containing the conditions subsequent to the acceptance of the bid/offer of the bidder, such as deposit of performance security, etc. and goods shall be delivered within stipulated delivery schedule mentioned in the purchase order issued by GSCSCL.

9. Performance Security Deposit:

- 9.1 Successful Bidder(s) shall deposit Performance Security Deposit for 5 % of contract value wi

thin 10 Working days of issuance of work order.

9.2 Security Deposit can be submitted in any of the mode from the following:

- a) Demand Draft
- b) RTGS/NEFT/Net Banking
- c) F.D.R
- d) Electronic Performance Bank Guarantee (ePBG)

9.3 ePBG shall be submitted as per GeM-Portal condition. **In case of submission of ePBG by the Successful Bidder(s), guarantees issued by the following banks will be accepted as ePBG/EMD on permanent basis:**

- a) **All Nationalized Banks**
- b) Guarantees issued by following banks will be accepted as ePBG/EMD as per G.R. of Finance Department: **G.R. No.,FD/MSM/e-file/4/2025/2712/D.M.O. dated: 01/04/2026** for the period up to March 31,2027. The validity cut-off date in the GR is with respect to the date of issue of bank Guarantee irrespective of the date of termination of Bank Guarantee.

S. No.	Name of Bank	S. No.	Name of Bank
1.	Axis Bank	23.	South Indian Bank
2.	AU Small Finance Bank	24.	Standard Chartered Bank
3.	Bandhan Bank	25.	Tamilnadu Mercantile Bank
4.	City Union Bank	26.	Ujjivan Small Finance Bank
5.	CSB Bank	27.	YES Bank
6.	DBS Bank India Limited	28.	Ahmedabad Mercantile Co-Op. Bank
7.	DCB Bank	29.	Nutan Nagarik Sahakari Bank Ltd.
8.	Dhanlaxmi Bank	30.	Rajkot Nagarik Sahakari Bank Ltd.
9.	Equitas Small Finance Bank	31.	Saraswat Co-operative Bank Ltd.
10.	Federal Bank	32.	SBPP Co-op Bank Ltd.
11.	HDFC Bank	33.	SVC Co-Operative Bank Ltd.
12.	HSBC Bank	34.	The Cosmos Co-op Bank Ltd.
13.	ICICI Bank	35.	The Gujarat State Co-operative Bank
14.	IDBI Bank	36.	The Surat District Co-operative Bank Ltd.

15.	IDFC First Bank	37.	The Surat People's Co-Op. Bank Ltd.
16.	IndusInd Bank	38.	The Baroda Central Co-Op. Bank
17.	Jammu & Kashmir Bank	39.	The Panchmahal District Co-Op. Bank
18.	Jana Small Finance Bank	40.	The Kalupur Commercial Co-Op. Bank
19.	Karnataka Bank	41.	The Rajkot Commercial Co-Op. Bank
20.	Karur Vysya Bank	42.	The Banaskantha Mercantile Co-Op Bank Ltd.
21.	Kotak Mahindra Bank	43.	Gujarat Gramin bank.
22.	R.B.L. Bank		---

9.4 If the Security Deposit is in the form of Bank Guarantee/ePBG, then the same should be for a period not less than 180 days from the date of the Work Order.

9.5 If the Performance Security Deposit is in mode of F.D.R. then the same should be in combined name of G.S.C.S.C.L. & Buyer.

9.6 **No Interest would be paid by GSCSCL on S.D.**

9.7 If the Security Deposit is not submitted by the Successful Bidder(s) within 10 working days of issuance of work order, but the work has been commenced by the Successful Bidder(s), then the successful bidder may request for an extension of 7 working days for submission of the Security Deposit, in writing to GSCSCL, which may be granted at the discretion of GSCSCL. However, such submission of Security deposit within such extended period of 7 working days shall be with interest @ 12% thereon. GSCSCL shall also be entitled to recover such Security Deposit, if not paid within the extended period of 7 working days along with interest, from the outstanding dues/bills of the contractor.

-

9.8 If the Security Deposit is not submitted by the Successful Bidder(s) within 10 working days of issuance of work order and work has not been commenced by the Successful Bidder(s), then EMD of such bidder shall be forfeited and GSCSCL shall be entitled to take action against such bidder, including but not limited to blacklisting, debarment from participation in future tenders of GSCSCL, for a period of three Year from the date of order of debarment.

9.9 **Security Deposit Release:**

- a) On Satisfactory performance of the contract, the Security deposit will be released. Supplier must submit an Indemnity Bond on a Rs. 300/- non judicial stamp paper in the format as prescribed in **Annexure-4.**
- b) Supplier shall submit Bills of Purchase Order for Payment as per norms. In the event of breach of the terms and conditions of contract by supplier, the corporation will be entitled to forfeit the security deposit and to take action against such Supplier, including but not limited to blacklisting, debarment from participation in future tenders of GSCSCL, for a period of three Year from the date of order of debarment. No interest shall be payable by the corporation on the security deposit.
- c) If the Corporation does not require to purchase/ or purchases less quantity as per the ordered quantity, because of the change in the state/Central Govt. decision for the implementation of the scheme, the supplier will neither be entitled to claim any damage for cancellation of the contract nor shall be entitled to initiate legal procedure in the court of law.

10. TRANSIT RISK :-

The supplier is bound to send the goods of prescribed specification at the prescribed purchase center at his own risk and cost. The transportation cost and the transits risk are to be borne by supplier.

11. DELIVERY SCHEDULE: -

11.1 The supplier will be given the delivery schedule with exact dates with completion date and delivery days in the GeM Sanction order. Order quantity should be delivered as mentioned in the GeM Sanction order.

For April-2026 to September-2026 months' supply...

Delivery to be completed in 30 days from the date of Purchase order generated by GeM.

11.2 The representative of Food Research Laboratory, Department of Forensic Science, Gandhinagar will take the samples at milling unit/ factory site for quality checking of the goods as per specifications prescribed by GSCSCL and carry out due diligence of quality inspection. After the sampling, the stack will be sealed by the FRL Representative and opened by FRL Representative only after the Quality Check passed report is received.

11.3 The sampling process will be carried out within 2 (two) day by the representative of Food Research Laboratory, Department of Forensic Science, Gandhinagar. The QC Report has to be given in next 02 working days. It will be delayed only in exceptional case.

11.4 The quantity has to be supplied within 7(seven) Working days of passing the QC report. But the quantity has to be offered considering the last date of supply given in the Purchase Order.

11.5 Once the samples of the goods are found as per the quality parameters, the goods will be dispatched in the presence of FRL Representative.

11.6 If the goods are not found as per the prescribed quality parameters, the goods will be rejected and rejection charge will be recovered.

11.7 The Supplier has to deliver the goods of specified quality in prescribed packing with specified net weight at the center.

11.8 Corporation reserves the right to alter the delivery location as and when required and supplier shall be supply at such location.

11.9 The Supplier has to deliver the goods in prescribed packing with net weight at

Center of G.S.C.S.C.L. i.e. G.S.C.S.C.L. taluka godown throughout the Gujarat.

12. Packing: -

12.1 The stock of Double Filtered G.N.Oil 1 LTR. Pouch having Vitamin 'A' and 'D' are to be filled

in pouch as per Annexure IV by the Supplier. The supplier has to give the necessary certificate batch wise for the G.N.OIL 1 LTR.POUCH with specification.

- 12.2** The supplier who have been given the purchase order for supply of Double Filtered G.N.Oil 1 LTR. Pouch should supply Double Filtered G.N.Oil 1 LTR. Pouch with necessary their label as approved by GSCSC.
- 12.3** On the label of Double Filtered G.N.Oil 1 LTR. Pouch the name of the relevant scheme is to be printed as per Annexure - 1.
- 12.4** The Double Filtered G.N. Oil 1 LTR. Pouch packed in new carton (1 Carton = 12 Pouch) as per the rules and regulation of Food Safety Act, also other laws are to be observed.
- 12.5** Specification of 1 Litre empty pouch is as per Annexure V(B) and Specification of carton (packing material) is as per Annexure V(A). It will be checked by a laboratory specified by GSCSC. As per this certificate, if empty 1 LTR.POUCHES and carton (packing material) is not as per specifications, the GSCSC will levy penalty. After the payment of stock as per order, if this certificate is received, the recovery will be made from any dues or from amount of Security Deposit.
- 12.6** As per the format given by the GSCSC, supplier has to stitch/print **bar code** sticker on each pouch supplied by them.
- 12.7** **Supplier imprint Nutrition value on the packing material**
- 12.8** **Use of packing materials as per Government Rules and Approval by Government.**

13. QUALITY: -

- 13.1** **The supplier whose proposal is accepted by GSCSC has to supply Double Filtered Groundnut Oil 1 Litre Pouch as per rules and regulations and quality specifications (Annexure - III) prescribed by GSCSC.**

14. Sampling Procedure:-

14.1 Details of the Quality and Specification of DOUBLE FILTERED G.N.OIL

- (A) The supplier has to offer the lot of DOUBLE FILTERED G.N.OIL fortified with vitamin A and D in 1 Carton of 1 Ltr 12 Pouches. The Pouch must be as per prescribed quality specifications. The Representative sample of the DOUBLE FILTERED G.N.OIL should be drawn from the offered lot. In primary observation if it seen satisfactory in color, appearance and in smell then the samples are to be sent to the GSCSCL's approved laboratory for analysis. If the offered lot is not found as per the specified quality specification/or inferior quality the same must be rejected. The tenderer should not put any claim about rejected quantity.

The supplier should provide batch of 4500 Carton of 12 Pouch (1 Litre) Pouches of DOUBLE FILTERED G.N.OIL. The batch No. should be given chronically. The batch wise sample should be taken. The batch No. should be mention on the bill. Also provide a batch wise "Form of the warranty "in prescribed FORM VI-A separately. Pouches must be as per prescribed quality specifications and batch wise certificate of the same should be given with each bill.

- i. Sampling Procedure of DOUBLE FILTERED G.N.OIL

- (B) Fortification of Vitamin A and D in DOUBLE FILTERED G.N.OIL must be carried out in presence of representative of GSCSCL **or FRL.**

10(Ten) % packed **Cartons** should be randomly selected from the batch of 4500 Cartons for **sample of which Weightment of randomly selected cartons will be carried out as per Legal metrology (packed commodities) rules, 2011.** Weightment of all these Pouches should be noted. For the homogeneous representative sample **10(Ten) % of above randomly selected packed carton (One) Pouch from each randomly selected cartons,** should be shaken up and down thoroughly then open it and Take about **100 to 110 gm** of oil from middle - upper - lower level of each selected

ouch. And collect this oil in clean, dry vessel. At least **5 kg** of the oil is collected for sample and not roughly. And take three representative samples each of approximately **450ml** in clean, dry bottle before taking the samples all these three bottles **with cap** are to be rinse with the same oil. Sample slip all necessary details should be stick / attached with sample bottle. The sample bottles and the sample batch should be sealed with GSCSC / FRL / Thirdparty surveyor's seal using **sealing wax** (lakh) as per the required working note (rojkam).

14.2 Sampling Procedure of (1 Litre Pouch) 12 Liter Carton

The empty pouches which are to be used for filling the DOUBLE FILTERED G.N.OIL must be new or as per prescribed quality specification. Randomly select the pouches from the lot of 4500 Cartons and test their Weigh as per Legal metrology (packed commodities) rules, 2011. These randomly selected pouch from all these pouches may be sent to GSCSC prescribed laboratory for quality verification. If quality report of empty Pouch is not found as per prescribed quality norms the procedure carried as per tender document.

(C) Procedure of analysis of DOUBLE FILTERED G.N.OIL:

The analysis of the DOUBLE FILTERED G.N.OIL should be carried out as per the method of test shown against the quality specification stated in the tender document part - II. The offered quantity of DOUBLE FILTERED G.N.OIL is fortified with vitamin A and D is to be checked by the method prescribed by government.

The lot not found as per GSCSC's prescribed norms the same should be rejected and not accepted. The tendered should not have a right for to claim for this rejected stock.

(D) No appeal will be accepted for rejected samples.

(E) Analysis Report given by Food Research Laboratory of Forensic Science will be considered to be final.

14.2 THE DETAILS MENTIONED ON 1 Litre Pouch AS PER PRESCRIBED QUALITY SPECIFICATION OF DOUBLE FILTERED G.N.OIL

The printing of the label on 1 Litre Pouch should be of as per Food and safety act 2006 and FSSAI Rules 2011 and also as per the Notification declared by Health and Family Welfare Department of Central Government from time to time.

In addition to that the name of the related scheme should be clearly read on the label. As prescribed by GSCSC.

In addition, mention the fortification details of Vitamin A and D with its proportion on label. In one gram of edible oil the Vitamin A is 20 IU to 33 IU and Vitamin D is 4.4 IU to 6.4 IU is to be mentioned on label.

15. PAYMENTS:

- A. 50% payment will be paid as advance payment within 7 working days from submission of bills along with analysis report and goods receipt issued by taluka godown authorized representative of G.S.C.S.C.L. Remaining 50% payment will be paid after due verification in next 21 working days.
- B. Payment to the supplier will be made by GSCSCL through Electronic Fund Transfer to the respective Bank Account of the supplier.
- C. Incomplete bills will not be processed.
- D. GSCSCL will not be responsible in case of late payment against bills received in respect of goods delivered.
- E. Only Authorized Representative should deal with the Corporation in respect of payments.
- F. Applicable Tax will be deducted as per norms.

16. PENALTY: - The supplier will supply order quantity of prescribed quality of goods at designated Taluka center godown. However, in case, if the supplier fails to complete the delivery of goods in time (including late delivery period) and as per the terms and conditions of the tender document, the GSCSCL reserve the right to impose the following penalties, in addition to taking action against such bidder, including but not limited to blacklisting, debarment from participation in future tenders of GSCSCL, etc.

16.1 Late Delivery Penalty:

- a) **Goods may be accepted at the discretion of GSCSCL, for a maximum period of 7 working days, after expiry of delivery schedule. However, any such delivery after the expiry of the delivery schedule will be with a penalty @ 0.5% per day per Pouch of purchase value. Further extension is the sole discretion of GSCSCL.**

Extension of time limit without penalty will be given only if the reason for delay is attributable to GSCSCL.

- b) Considering the prevailing Situation, GSCSCL reserves the right to grant extension of time limits up to maximum 3 times for 7 working days, subject to condition that 100 % supply would be completed during such extended period.
- c) Failure to supply the goods during such extended period will amount to violation of terms and conditions of the contract and supplier will be declared as defaulter and Security Deposit of the supplier will be forfeited and the supplier will be de-barred from GSCSCL for the period of three Year from the date of order of debarment and GSCSCL will purchase remaining quantity at the risk and cost of the default supplier from alternate sources and additional cost for the same will be recovered from the supplier.

16.2 Late Supply (after quality passed) Penalty.

The stock should be dispatched within 7 working days after the quality checked passed report received. If the supplier fails to deliver within 7 working days GSCSCL will levy penalty of Rs.0.5% of Purchase value of pouch per day per pouch.

16.3 Short Supply Penalty:

In case the goods received at Godown level is Short Supply, in that case the penalty of short supplied quantity is calculated in following manner.

Short Supply penalty amount = (short supplied quantity X Rate of Purchase value).

16.4 Failed Batch Penalty.

Whenever any lot is rejected pursuant to sampling at the premises of the supplier, penalty of Rs.14000/- per Batch shall be levied for quality analysis report and Rs.100/- per MT for 1st rejection, Rs.200/-per MT For 2nd rejection, Rs.300/- per MT for 3rd rejection and so on, shall be imposed and recovered as a penalty by GSCSCL.

During the contract period, if 20% of monthly Order quantity of the suppliers are rejected, the supplier shall be de-barred from participation for the three year from the date of order of debarment of GSCSCL and GSCSCL reserve right to black-list from GSCSCL.

16.5 Not sampled penalty.

Whenever supplier should offer the stock for sampling, it should be available for same qty, should be stacked properly, & in prescribed specification for whatever reasons if sampling process couldn't be carried out by FRL for fortification Rs.5000/-and per batch Rs.5000/-penalty should be levied from supplier by GSCSCL.

16.6 Not Offer Penalty

Supplier must start their batch offer within 15 days of the work order placed & 20% offer of total quantity must be done in 20 days, if supplier not fulfill this criteria (during delivery schedule) Rs.5000/- per batch penalty imposed on that quantity.

16.7 Excess Sample Penalty.

If number of samples (No of sample = ordered QTY / 4500 Carton Batch) increases than per batch Rs.10000/- will be charged by the GSCSCL.

16.8 Crossverification penalty.

If Crossverification is carried out and it get rejected, penalty will be recovered at the rate of 2% of the purchase value of total batch.

16.9 Replacement Penalty.

If stock gets rejected in cross verification, the supplier shall replace the stock within 07 working days from the date of quality analysis report of FRL mailed to supplier. In case of failure, penalty of 0.5% of the purchase value per Pouch per day of late replaced stock will be recovered.

16.10 Packing Material Penalty.

- a) Packing fails to meet the prescribed specification at the time of sampling, GSCSCL will not accept the goods.
- b) If the packing material of the batch quantity supplied by the supplier fails, penalty of Rs. 2/-per pouch per batch & Rs.18/- per carton per batch will be charged by the GSCSCL.

16.11 Maximum Penalty deduction (All penalties shown in tender clauses no. 12) should not be exceed the 10% of contract value (purchase value). If penalties of supplier exceed the capping of maximum penalty amount (10% of contract value), disciplinary action for debarment of supplier for 3 years will be taken by GSCSCL.

17 FORCE MAJEURE:

- 17.1 In any of the force majeure circumstances, namely act of God, natural calamities, fire, Government of India's policy, Gujarat State Government's policy, any restriction imposed by State/ Central Government (excluding any stock limits), strikers or lockout by workers, war, military operations of any nature and blockades preventing the Seller/Buyer from the performance of

the contract, shall be extended for as long as these circumstances prevail. In the event of the se circumstances, if the continuation takes place for more than three months, the party can h ave the right to refuse its contractual obligations without title to indemnification of any losse s which may thereby sustain. The party which is unable to carry out its contractual obligation s shall immediately advise the other party of the commencement and the termination of the circumstances preventing the performance of the contract.

17.2 A certificate issued by the respective Chamber of Commerce will be sufficient proof of the existence and time (gross) duration of such circumstances.

18 **TERMINATION OF CONTRACT:**

18.1 In addition to what has been stated in the clauses hereinabove, it is hereby specified that GS C SCL reserves its right to terminate the contract, in case of breach of any condition of the agreement/contract and in case of non-compliance with any instructions issued by GSCSCL, from time to time and GSCSCL shall also be entitled to demand and recover the loss incurred to it d ue to such breach and non-compliance.

18.2 If the Government scheme is closed, due to accidental decision of State/Central Government or any amendment and the proceedings of purchase is stopped by the GSCSCL then the agree ment will automatically come to an end for which supplier is not entitled to demand/receive a ny type of loss amount or cannot initiate any legal proceedings against GSCSCL.

19 **DISPUTE RESOLUTION:-**

If any dispute or difference of opinion arises in the agreement, then only the supplier himsel f or his authorized agent/representative will represent the same before GeM. The decision o f the Managing Director of the Gujarat State Civil Supplies Corporation Ltd. in this regard, wil l be considered as final and the same will be binding on the parties of agreement.

20 **GOVERNING LAW JURISDICTION:-**

The contract /tender document shall be constituted and the legal relation between the partie s hereto shall be determined and governed according to the laws of Republic of India and on ly courts at Gandhinagar shall have the jurisdiction in all matters arising out of/ touching and /or concerning this agreement and parties to this agreement agree to irrevocably submit to the exclusive jurisdiction of those courts for purposes of any such proceeding. The aforemen tioned exclusive and irrevocable jurisdictions of aforesaid courts are irrespective of place of occurrence of any cause of action pertaining to any dispute between the parties.

21 **DOCUMENTS CONSTITUTING CONTRACT:**

The following documents shall constitute the contract between the Seller and Buyer.

- (1) The Invitation of Bids.
- (2) The terms and conditions of the bidding.
- (3) Bid of the Successful bidder.
- (4) Letter/Email confirmation/acceptance issued by the GSCSCL to the successful bidder along with any amendment issued prior to signing of contract.

22 **In case of any conflict between the pre-defined General Terms and Conditions of GeM a nd the present Additional Terms and conditions (ATC), the present ATC shall prevail.**

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---