

बिड दस्तावेज़ / Bid Document

बिड विवरण / Bid Details	
बिड बंद होने की तारीख/समय / Bid End Date/Time	12-06-2026 10:00:00
बिड खुलने की तारीख/समय / Bid Opening Date/Time	12-06-2026 10:30:00
बिड पेशकश वैधता (बंद होने की तारीख से) / Bid Offer Validity (From End Date)	120 (Days)
मंत्रालय/राज्य का नाम / Ministry/State Name	Pmo
विभाग का नाम / Department Name	Department Of Atomic Energy
संगठन का नाम / Organisation Name	Directorate Of Purchase And Stores
कार्यालय का नाम / Office Name	Directorate Of Purchase And Stores
कुल मात्रा / Total Quantity	64800
वस्तु श्रेणी / Item Category	Supply of liquid chlorine as per IS: 646-1986 (reaffirmed 2003) in transportable storage tonners
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	Supply of liquid chlorine as per IS:646-1986
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Liquid Chlorine, Technical conforming to IS 646, Handloom Cotton Bed Sheets (V2) as per IS 745, Polyethylene Pipes For The Supply Of Gaseous Fuels (V2) As Per Is 14885, Sweeping Broom (V5), Methanol for Bulk Supply as per IS 517, Reverse Osmosis based Point of Use Water Treatment System for Drinking Purposes (V3) as per IS 16240, Ferrosilicon for Bulk Supply (V2) as per IS 1110, PLASTIC BIB TAPS, PILLAR TAPS, ANGLE VALVES & STOP VALVES FOR HOT & COLD WATER SERVICES Conforming to IS 9763, DC Regulated Power Supply As Per MHA QRs, FPO - Oil Of Citronella As Per IS 512
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	<ul style="list-style-type: none"> Liquid Chlorine, Technical conforming to IS 646
वर्षों के अनुभव एवं टर्नओवर से एमएसई को छूट प्राप्त है / MSE Relaxation for Years Of Experience and Turnover	Yes Complete
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Relaxation for Years Of Experience and Turnover	Yes Complete

बिड विवरण/Bid Details	
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Experience Criteria,Certificate (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 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?	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	1
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
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	3 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
वित्तीय दस्तावेज की आवश्यकता है / Financial Document Required	Yes
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

आवश्यकता/Required	No
--------------------------	----

ईपीबीजी विवरण /ePBG Detail

--	--

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईपीबीजी प्रतिशत (%) / ePBG Percentage (%)	5.00
ईपीबीजी की आवश्यक अवधि (माह) / Duration of ePBG required (Months).	17

(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 :

Director, DPS (Acting on behalf of President of India)
 Directorate Of Purchase And Stores, Department of Atomic Energy, Vikram Sarabhai Bhavan, Anushaktinagar,
 Mumbai-94
 (Dps/cpu/04/c2/5026)

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	50
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	25
---	----

1. If the bidder is a Micro or Small Enterprise as per latest orders issued by Ministry of MSME, the bidder shall be relaxed from the eligibility criteria of "Experience Criteria" as defined above subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Experience Criteria, shall upload the supporting documents to prove his eligibility for Relaxation.
2. If the bidder is a Micro or Small Enterprise (MSE) as per latest orders issued by Ministry of MSME, the bidder shall be relaxed from the eligibility criteria of "Bidder Turnover" as defined above subject to meeting of quality and technical specifications. If the bidder itself is MSE OEM of the offered products, it would be relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover, shall upload the supporting documents to prove his eligibility for Relaxation.
3. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed from the the eligibility criteria of "Experience Criteria" as defined above subject to their meeting of quality and technical specifications. The bidder seeking Relaxation from Experience Criteria, shall upload the supporting documents to prove his eligibility for Relaxation.
4. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed from the the eligibility criteria of "Bidder Turnover" as defined above subject to their meeting of quality and technical specifications. If the bidder is DPIIT Registered OEM of the offered products, it would be relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover shall upload the supporting documents to prove his eligibility for Relaxation.
5. 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 (preference 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.
6. Purchase preference will be given to MSEs having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service and Buyer will decide eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 25% (selected by Buyer) percentage of total quantity. The buyers are advised to refer the OM No. F.1/4/2021-PPD dated 18.05.2023 [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.
7. 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

एक्सेल में अपलोड किए जाने की आवश्यकता /Excel Upload Required :

OPTIONAL WORKS - [1778757183.xlsx](#)

Supply Of Liquid Chlorine As Per IS: 646-1986 (reaffirmed 2003) In Transportable Storage Tonners (64800 kilogram)

(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
---	--------------------------

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	Dattatray Ashok Vispute	400085,Material Receipt Cell (MRC), North Gate, Central Stores Unit, BARC, TROMBAY, MUMBAI	64800	450

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) : Only supply of Goods

2. Forms of EMD and PBG

Successful Bidder can submit the Performance Security in the form of Account Payee Demand Draft also (besides PBG which is allowed as per GeM GTC). DD should be made in favour of

PAY AND ACCOUNTS OFFICER, DPS, MUMBAI
payable at
VS BHAVAN, ANUSHAKTINAGAR, MUMBAI-94

. After award of contract, Successful Bidder can upload scanned copy of the DD in place of PBG and has to ensure delivery of hard copy to the original DD to the Buyer within 15 days of award of contract.

3. Generic

Issue of Free Issue Material (FIM): In case of certain fabrication contracts, the buyer shall provide Free Issue Material to the seller based on the tendering requirement. The Seller shall submit the necessary drawings/cutting for optimal utilization of FIM. Further, the Seller shall submit Indemnity Bond & Insurance Policy of equivalent value of FIM and shall be kept valid till such time the entire contract is executed and Material Accounting for the FIM is rendered by the former to the latter. The Indemnity Bond shall be submitted as per prescribe format.

The Seller shall be responsible for the safety & preservation of the FIM during the contract execution period. Seller shall take all necessary precautions against any loss, deterioration, or destruction of the FIM from whatever cause arising whilst the said material remains in his possession and/ or his custody or control. The decision as to whether the Seller has occasioned any loss, deterioration or destruction of the FIM whilst in his possession custody or control from whatever cause arising, as also the decision regarding quantum of the damages suffered by the Buyer shall be final and binding upon the Seller.

4. **Generic**

Indemnity / Insurance for FIM: The bidders shall provide the Indemnity bond and Insurance Policy corresponding to the value of the Free Issue Material (Buyer's materials) being issued to the Seller for Contract performance in cases involving Gas cylinders refilling, Repair of equipment/ Instruments/, calibration of items, etc.

5. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

FILE REFERENCE NO. :- DPS/CPU/04/C2/5026

1. The delivery shall be made on as and when required basis and accordingly payment will be done on pro-rata basis (36 installments).

2. The items mentioned in "OPTIONAL WORKS" are on as & when required shall be done by supplier up on obtaining confirmation from the consignee/ End User and payment will be made in offline mode as per the rates quoted above.

The rates for items in OPTIONAL WORKS are to be submitted in excel sheet in the technical evaluation part, failing which your offer will be summarily rejected.

3. The supplier shall submit the cost of the optional items. These shall invariably be carried out by the supplier on demand from the purchaser, hence this is a required item and will not be part of the technical evaluation.

4. Pro-rata payment based on the supplies received will be made online against the respective CRAC's generated. The Pro-rata payment is based on the timelines as indicated in the contract which will be within the final DP indicated in the contract. Only the final DP will be indicated in the contract and the Pro-rata payment schedules will be based on the respective CRAC's generated against the scheduled supplies received.

5. **FREE ISSUE MATERIAL**

The contractor shall collect the material as given below as Free Issue Material from Purchaser's site at CSU ,BARC,TROMBAY-400085 without any extra cost to the purchaser.
Issue of Free Issue Material (FIM): In case of certain fabrication contracts, the buyer shall provide Free Issue Material to the seller based on the tendering requirement. The Seller shall submit the necessary drawings/cutting for optimal utilization of FIM. Further, the Seller shall submit Indemnity Bond & Insurance Policy of equivalent value of FIM and shall be kept valid till such time the entire contract is executed and Material Accounting for the FIM is rendered by the former to the latter. The Indemnity Bond shall be submitted as per prescribe format.

FIM details : Maximum of 02 cylinders shall be issued at a time for carrying out the job. While delivering the two refilled chlorine tonners, two more empty tonners should be collected back from BARC. After about 5 days, on receipt of intimation from the user (BARC), the two already filled tonners should be delivered and two more empty tonners should be collected for refilling. This cycle will continue till the entire ordered quantity is consumed.

The Free Issue Materials to be issued by the purchaser to the contractor shall be covered by an insurance policy to be taken by the contractor at his own cost for the full value of such materials/Indemnity / Insurance for FIM/The bidders shall provide the Indemnity bond and Insurance Policy corresponding to the value of the Free Issue Material (Buyer's materials) being issued to the Seller for Contract performance in cases involving Gas cylinders refilling, Repair of equipment/ Instruments/calibration of items, etc.

BENEFICIARY:

THE PRESIDENT OF INDIA ACTING THROUGH THE DIRECTOR, PURCHASE AND STORES, DIRECTORATE OF PURCHASE AND STORES, DEPARTMENT OF ATOMIC ENERGY, 1ST FLOOR, VIKRAM SARABHAI BHAVAN, ANUSHAKTINAGAR, MUMBAI-400094.

RISK TO BE COVERED:

Any loss or damage to the purchaser's material due to theft, fire, riot, burglary, strike, civil commotion, terrorist act, natural calamities etc. and any damage arising out of other causes such as other materials falling on purchaser's materials. Amount for which insurance policy is to be furnished : Rs. 3,00,000/-

6. Payment terms-

Pro-rata payment based on the supplies received will be made online against the respective CRAC's generated. The Pro-rata payment is based on the timelines as indicated in the contract which will be within the final DP indicated in the contract. Only the final DP will be indicated in the contract and the Pro-rata payment schedules will be based on the respective CRAC's generated against the scheduled supplies received.

Pro-rata payment based on the supplies received & accepted and will be on as and when required basis till expiry of contract period.

7. ANNEXURE-XI: Bidders are requested to furnish breakup of percentage of local content of the product and also mention location at which value addition is made. Without furnishing Annexure-XI your offer will not be taken into consideration.

As per Govt. public procurement policy, bidder shall submit the following self declaration certificates (Annexure-XI) in bidder's letterhead: i) Annexure-XI (Make in India Order Certificate), Self declaration certificate as per the proforma attached clearly indicating the percentage of local content included in the offered product and the details value addition is made for the offered product. The bidder shall upload above Annexure XI duly filled, clearly indicating the buyer's tender enquiry number and bidder's reference number, stamped & signed, by authorized signatory along with the bid documents.

PLEASE NOTE THAT CLAIMING THE SERVICES SUCH AS TRANSPORTATION, INSURANCE, INSTALLATION & COMMISSIONING, TRAINING AND AFTER SALE SERVICE SUPPORT LIKE AMC/CMC ETC., SHALL NOT BE CONSIDERED AS LOCAL CONTENT AS PER OM N.P-45021/102/2019-BE-II-PART(1)(E- 50310) DATED:4/03/2021 ISSUED BY MINISTRY OF COMMERCE AND INDUSTRY, DPIIT.

8. Bidder must go through the complete technical specifications uploaded along with the bid and participate accordingly.

9. Annexure X: The successful bidder is required to maintain Hindrance Register for reporting hindrance if any, while executing the work, as per the attached Annexure-X. The successful bidder shall get record of hindrances in the hindrance register approved/endorsed by purchaser. Such hindrance in the work endorsed by the purchaser shall only be taken into consideration for granting delivery period extension.

10. Successful bidder can submit the performance security in the form of account payee demand draft also (besides PBG which is allowed as per GeM GTC). DD should be made in favour of Pay & Accounts Officer, DPS payable at V S Bhavan, Anshaktinagar, Mumbai - 94. After award of contract, successful bidder can upload scanned copy of the DD in place of PBG

and has to ensure delivery of hardcopy to the original DD to the buyer within 15 days of award of contract.

11. Bidders can also make the payment of earnest money deposit (EMD / performance security deposit bank guarantee (PSDBG) electronically using credit card (CC), debit card (DC), net banking, immediate payment service (IMPS) and Unified Payment Interface / Bharat Interface for Money (UPI/BHIM) through non-tax receipt portal (NTRP) known as 'Bharatkosh'. The depositor/user is requested to follow the steps and flowchart for making payment in Bharatkosh as indicated in annexure i attached in buyer added specific ATC. URL : <https://bharatkosh.gov.in> after making the payment, the portal shall generate the receipt (GAR 6) immediately in "Bharatkosh" and after generation of challan (GAR 7) which may take two more working days for credit of money to the government account, the proof of payment i.e. receipt & challan (GAR 6 & GAR 7) may be forwarded to this office. The soft copy of the online payment receipt and challan generated through the system may be uploaded along with the bid in the enclosed format "Annexure to NIT" for enabling refund of EMD.

Bidder(s) who are submitting EMD/PSDBG through non-tax receipt portal (NTRP) known as Bharatkosh shall ensure that amount has been credited into our department account. Submitting of EMD/PSDBG in any mode which results in non crediting of amount in department account shall be liable for rejection/penalty.

12. All the documents uploaded should be on the bidder's letterhead. Documents clearly specifying the acceptance of all the technical specifications, additional specification parameters and terms & conditions should be uploaded

13. Bank details should be provided including IFSC code for refund of EMD/BG submitted in form of DD.

14. In order to avoid the rejection of offer/quotation submitted, bidders are advised to submit the bid without mentioning any price or mentioning of any taxes, levies, and duties as quotations are inclusive of all.

6. **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---