



बिड संख्या/Bid Number: GEM/2026/B/7670095

दिनांक /Dated: 16-06-2026

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	26-06-2026 15:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	26-06-2026 15:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	180 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Chandigarh
विभाग का नाम/Department Name	Municipal Corporation, Chandigarh
संगठन का नाम/Organisation Name	N/a
कार्यालय का नाम/Office Name	Chandigarh
शिकायत निवारण के संपर्क विवरण/ Contact details of Grievance redressal	xenph1mcc-chd@nic.in
कुल मात्रा/Total Quantity	280000
वस्तु श्रेणी /Item Category	Liquid Chlorine, Technical conforming to IS 646 (Q3)
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) /Minimum Average Annual Turnover of the bidder (For 3 Years)	10 Lakh (s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service	3 Year (s)
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,Past Performance,Bidder Turnover,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

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?	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	3
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	1
विगत प्रदर्शन /Past Performance	50 %
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	Yes
रिवर्स नीलामी योग्यता नियम/RA Qualification Rule	H1-Highest Priced Bid Elimination
क्रेता के लिए उपलब्ध आईटीसी/ITC available to buyer	Yes
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	3360000
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईएमडी राशि/EMD Amount	67200

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).	18

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने है। एमएसई केटेगरी 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). 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.

(c). ईएमडी और संपादन जमानत राशि लाभार्थी के पक्ष में होनी चाहिए। / Earnest Money Deposit (EMD) shall also be accepted by the buyer in the form of a surety bond.

लाभार्थी /Beneficiary :

Commissioner
Chandigarh, Municipal Corporation, Chandigarh, N/A,
(Commissioner)

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

एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	No
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एमआईआई खरीद वरीयता/MII Purchase Preference

एमआईआई खरीद वरीयता/MII Purchase Preference	No
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1. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

2. Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OEM of the product offered in the bid {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU for number of Financial years as indicated above in the bid document before the bid opening date. Copies of relevant contracts and delivery acceptance certificates like CRAC to be submitted along with bid in support of having supplied some quantity during each of the Financial year. In case of bunch bids, the category of primary product having highest value should meet this criterion.

3. 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.

4. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 50% of bid quantity, in at least one of the last three Financial years before the bid opening date to any Central / State Govt Organization / PSU. Copies of relevant contracts (proving supply of cumulative order quantity in any one financial year) to be submitted along with bid in support of quantity supplied in the relevant Financial year. In case of bunch bids, the category related to primary product having highest bid value should meet this criterion.

5. 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

If the buyer has mentioned MSE purchase preference in ATC then service provider is required to upload necessary documents for MSE purchase preference for verification by the buyer during evaluation.

Liquid Chlorine, Technical Conforming To IS 646 (280000 kilogram)

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)
Components	Chlorine content v/v: min.	99, 99.5, 99.8 Or higher
Physical Properties	Packaging Type	Cylinder
Packaging guidelines	Packaging container supply norms	Refill and returned to supplier
Test Reports & Certifications	Manufacturers test certificate/fitness certificate.	Yes
	Hydraulic test certificates.	Yes
	MSDS Certificate Supplied with material	Yes
	Test Report To Be Submitted To The Buyer On Demand	Yes
	Availability of Test Report from Central Govt/NABL/ILAC accredited lab to prove conformity to specification	Yes

इनपुट कर क्रेडिट(आईटीसी) तथा रिवर्स प्रभार (आरसीएम)/Input Tax Credit(ITC) and Reverse Charge(RCM) Details

जीएसटी पर इनपुट कर क्रेडिट /ITC on GST	जीएसटी उपकर कर क्रेडिट /ITC on GST Cess
NA	NA

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

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	डिलीवरी अनुसूची /Delivery Schedule अनुबंध प्रारम्भ होने की तारीख से दिनों की संख्या में /((In number of days from contract start days)		
1	Amit Kumar Sharma	160017,Municipal Corporation, New Deluxe Building, Sector 17 Chandigarh	मात्रा /Quantity	प्रारंभ होने की तारीख से डिलीवरी /Delivery to start after	डिलीवरी _____ तक पूरी कर ली जाए /Delivery to be completed by
			280000	7	365

Special terms and conditions-Version:1 effective from 06-01-2025 for category Liquid Chlorine, Technical conforming to IS 646

- The product may also carry an ISI Mark/Standard Mark as per the BIS standard governing this category. As such Buyers may also opt for ISI marked product while creating BID. In such cases buyer shall verify valid BIS License for the same at the time of evaluation of BID and check ISI marking at the time of receipt of material before issuing CRAC.

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

1. Generic

Bidder financial standing: The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

2. 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 (Increased quantity ÷ Original quantity) × 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.

3. Scope of Supply

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

4. **Service & Support**

Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.

5. **Forms of EMD and PBG**

Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name

Commissioner Municipal Corporation Chandigarh

Account No.

41189094895

IFSC Code

SBIN0000628

Bank Name

State Bank of India

Branch address

SBI, Main Branch, Sector 17, Chandigarh.

. Bidder to indicate bid number and name of bidding entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer along with bid.

6. **Forms of EMD and PBG**

Successful Bidder can submit the Performance Security in the form of Fixed Deposit Receipt also (besides PBG which is allowed as per GeM GTC). FDR should be made out or pledged in the name of

Commissioner Municipal Corporation Chandigarh

A/C (Name of the Seller). The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of Security Deposit, the FDR will be released in favour of bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Successful Bidder has to upload scanned copy of the FDR document in place of PBG and has to ensure delivery of hard copy of Original FDR to the Buyer within 15 days of award of contract.

7. **Forms of EMD and PBG**

Successful Bidder can submit the Performance Security in the form of Payment online through RTGS / internet banking also (besides PBG which is allowed as per GeM GTC). On-line payment shall be in Beneficiary name

Commissioner Municipal Corporation Chandigarh

Account No.

41189094895

IFSC Code

SBIN0000628

Bank Name

State Bank of India

Branch address

SBI, Main Branch, Sector 17, Chandigarh.

. Successful Bidder to indicate Contract number and name of Seller entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer in place of PBG within 15 days of award of contract.

8. **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.

9. **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.

10. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

9.	Buyer Added Bid Specific ATC
9.1	The policy on " POLICY ON BLACKLISTING, 2009 " issued vide Finance Department, Jharkhand Administration vide Notification No. 1927-F&PO(3)-2009/1170 dated 27.02.2009 shall be applicable in case of failure /default in meeting the contractual obligations of the Agency.
9.2	AFFIDAVIT for Black-listing/Debarring on non-judicial stamp paper of Rs.1000/- The intending bidder shall furnish an AFFIDAVIT duly attested by Notary Public / First class Magistrate ON STAMP PAPER as per SPECIMEN and Scanned copy of the same covering all points duly attested shall require to be uploaded by the Bidder/Contractor during the period of bid submission, failing which bid shall not be considered:-

9.2.1

SPECIMEN:

AFFIDAVIT

I/weProprietor/..... of M/s.....having registered address at do hereby solemnly declare and affirm as under:-

- a) That I/We hereby declare that I am /we are not under liquidation, court receivership or similar proceedings and am/we are not bankrupt.
- b) That I/We hereby declare that I am /we are not *Debarred/ Suspended/ Blacklisted* by any Govt./ Semi Govt./ Board/ Corporation/ Private firms on the date of submission of bid.
- c) That I/We undertake and confirm that eligible similar works (s) has/ have not been executed through another contractor on back to back basis. Further it is undertaken that, if such a violation comes to the notice of the Department, then We shall be debarred from tendering in MUNICIPAL CORPORATION, CHANDIGARH for future forever. Also, if such a violation comes to the notice of the Department, then the Engineer-in-Charge shall be free to forfeit the entire amount of Performance Guarantee deposited by me/us.
- d) That the deponent hereby undertakes that no complaint/FIR has been registered or criminal proceedings against the proprietor/firm/any partner(s) of the firm or its director(s) is pending/ ongoing in any Court of law regarding execution of any project / work executed/ being executed by me/us. If such a fact comes to the notice of the Department at any stage, the Engineer-in-Charge shall reject the tender/bid straightaway without assigning any reason.
- e) That I am/we are aware that in case any discrepancy/ false statement is found will lead to rejection of my/our bid/tender and the Department will debar/Blacklist the proprietorship/firm/company/ Agency as per the *POLICY OF BLACKLISTING* issued by Chandigarh Administration vide Notification dated 27.02.2009.
- f) That I/We hereby declare that I am /we shall abide by terms & conditions of bid document and ATC as mentioned in this GeM bid notice.**

(DEPONENT)

VERIFICATION:

Verified on dated at, that the above contents of Affidavit are true to the best of my/our knowledge & belief and nothing has been concealed therein.

(DEPONENT)

9.3	Period of contract: The contract period to supply liquid chlorine will be for 12 months which can be further extended to one year beyond the initial contract duration (subject to satisfactory performance and mutual consent). Upon extension, if any, the submission of fresh Performance Guarantee of requisite value as per enhanced contract value and affidavit of non-blacklisting shall have to be submitted to buyer.
9.4	The total yearly requirement of liquid chlorine gas is approximately 280 MT . However, the firm will supply the material as per site requirements as intimated by the Department from time to time. The approximate requirement of liquid chlorine gas is about 22-25 MT per month . But Agency has to supply the liquid chlorine gas with sufficient advance stock as per the directions of the EIC.

9.5	The quoted rates should be F.O.R. destination i.e. at Water Works, Sector-39, Chandigarh which includes cost of material, transportation, unloading and stacking of filled cylinders and loading of empty cylinders in truck at site.
9.6	The quantity of material, if required can be increased/ decreased by the Department
9.7	The material shall be supplied as per IS: 646 of 1986 with upto date amendments to entire satisfaction of the Engineer-in-charge
9.8	The rates should be quoted for net quantity of liquid chlorine only i.e. exclusive the cost of cylinder/tonner
9.9	The rates quoted should be firm inclusive of all taxes duties, GST and other statutory charges etc. Any variation in the statutory charges shall be borne by the contractor without any extra cost to the Department, except GST. Any variation (increase/ decrease) will be paid/ recovered for GST.
9.10	The EIC will be fully authorized to cross check the weight of the material randomly at time of receiving material at site.
9.11	The cylinder/tonner will be the property of the firm and no rent will be paid by the Department for the same.
9.12	The cylinders/tonner must be hydraulically tested, certified by the department of explosives and leak proof to avoid any health hazard. Test certificate in this respect must be attached with the each lot of supply.
9.13	The chlorine gas tonners (900 Kg gas in each) should be delivered at site i.e. at Water Works, Sector-39, Chandigarh by the Supplier, including unloading & stacking of filled cylinders/tonners & loading of empty cylinders from site into truck. No extra charges shall be paid against the same.

9.14	The running payment will be made on monthly basis on receipt of bill from the firm and 5% security will be deducted from each running bill which will be released after the completion of entire supply of material.
9.15	100% payment can however be made by the Department against production of additional Bank Guarantee equivalent to 5% amount of the contract value and valid for a period of 12 Months from the date of commencement of the contract.
9.16	The Department will not be responsible for any mishaps during transit for safe delivery of the material at site. The firm/Agency should cover the same under valid insurance for safe delivery in good condition at destination.
9.17	The Agency will immediately attend to the complaints of leakage etc if occurs at site.
9.18	The material shall be supplied as per relevant IS specifications with upto date amendments/ specifications to the entire satisfaction of EIC.
9.19	No material of any kind will be issued by the Department.
9.20	The prospective tenderers having any common partners/Directors/Managing partners etc. or having any other common criteria shall be considered as Sister/Group/Associated company in such cases, only one of them will be eligible for participating in the tender.
9.21	Supplier will submit Material Test Certificate alongwith dispatch documents at No Extra cost to department with each supply.
9.22	<p><u>Variation In weighment</u></p> <p>i. Weighment at weigh-bridge at water works, Sector-39 will be final and binding on the supplier.</p> <p>ii. Weigh-bridge tolerance for shortage observed in weight up to 0.5% will be allowed. recovery shall be affected for shortage limited to the above.</p> <p>iii. In case shortage in weight is more than 0.5%, the recovery shall be affected for the total actual shortage in quantities.</p>
9.23	Transit Insurance will be arranged by supplier at his cost.
9.24	The seller shall not assign or sublet the contract or any part thereof or assign any right or delegate any obligation there under without prior consent of department.

9.25	<p>AVERAGE ANNUAL FINANCIAL TUROVER should be at least 30% of the estimated st put to tender (ECPT) during the immediate last three consecutive financial years. The values of annual turnover figures shall be brought to current value by enhancing actual turnover figures at simple rate of 7% per annum.</p> <p>Note:- Scanned copy of Turnover certificate duly issued by Chartered Accountant with DIN Number should be uploaded by intending Bidders.</p>
9.26	<p>Experience of having successfully completed similar work during 07 years ending last y of the month previous to the one in which bids are invited, should be either of the following :-</p> <p style="text-align: center;">I. One similar work of 80% quantity. OR II. Two similar works of 60% quantity. OR III. Three similar works of 40% quantity.</p> <p>Similar work means “Successful execution of work of “Supply of Liquid Chlorine G</p>
9.27	Certificate of valid Registration GST.

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 कार्यवाई 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---