

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	09-03-2026 17:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	09-03-2026 17:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	180 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Petroleum And Natural Gas
विभाग का नाम/Department Name	Indian Oil Corporation Limited
संगठन का नाम/Organisation Name	Marketing Division
कार्यालय का नाम/Office Name	Up State Office1 Is Deptt
वस्तु श्रेणी /Item Category	Custom Bid for Services - Total Fluid Management
समान श्रेणी/Similar Category	<ul style="list-style-type: none"> Facility Management Service - Outcome Based
अनुबंध अवधि /Contract Period	6 Month(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,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
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	No
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	1

बिड विवरण/Bid Details

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
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
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
अनुमानित बिड मूल्य / Estimated Bid Value	501500
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

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

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).	12

(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 :

Manager
UP State Office 1 IS Deptt, INDIAN OIL CORPORATION LIMITED, Marketing Division, Ministry of Petroleum and Natural Gas
(Rahul Singh)

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

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
--	----

Limited Tender

Limited Tender Applicable	Yes
Reason	It will not be in public interest to procure the goods through advertised tender enquiry. Sufficient reasons for the same have been recorded in writing by the competent authority.
List of Seller Organization for participation	***** , *****

1. 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 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 service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price. The buyers are advised to refer to the [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 the credentials of the service provider are validated on-line in GeM profile as well as validated and approved by the Buyer after evaluation of submitted documents.

2. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price.

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.

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

Introduction about the project /services being proposed for procurement using custom bid functionality:[1772179149.pdf](#)

Instruction To Bidder:[1772179158.pdf](#)

Scope of Work:[1772179184.pdf](#)

Payment Terms:[1772179191.pdf](#)

Penalties:[1772179197.pdf](#)

GEM Availability Report (GAR):[1772179274.pdf](#)

Any other Documents As per Specific Requirement of Buyer -1:[1772179282.pdf](#)

Undertaking of Competent Authority is mandatory to create Custom Bid for Services. Please download standard format document and upload:[1772179295.pdf](#)

Custom Bid For Services - Total Fluid Management (1)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	Total Fluid Management
Regulatory/ Statutory Compliance of Service	YES
Compliance of Service to SOW, STC, SLA etc	YES
एडऑन /Addon(s)	

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	No
--	----

अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents**परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity**

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	Quantity	अतिरिक्त आवश्यकता /Additional Requirement
1	Rahul Singh	226010,INDIAN OIL BHAVAN, UP STATE OFFICE 1, TC-39/V VIBHUTI KHAND GOMTI NAGAR, Lucknow, 226010	Project / Lumpsum Based	N/A

क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें/Buyer Added Bid Specific Terms and Conditions**1. Generic**

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

2. Buyer Added Bid Specific ATC

Buyer uploaded ATC document [Click here to view the file.](#)

3. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

NOTICE INVITING TENDER (GEM Services)

1.	Tender No.	IOCL/LT/TFM/UPSO-I
2.	Type of Bid	Limited Tender under two bid system on GeM portal.
3.	Name of the Job	Total Fluid Management services for Oil Filtration service contract (TAN, NAS, and Moisture) (on One Time basis) for E H Governor Oil of Unit-1 at NTPC, Rihand, Dist. Sonbhadra, Uttar Pradesh
4.	Time Schedule/ Duration of Contract	After successful completion of work to achieve desired parameters (On or before 6 Months)
5.	LOCATION OF WORK	NTPC, Rihand, Dist. Sonbhadra, Uttar Pradesh
6.	ESTIMATED VALUE OF WORK	Rs. 5,01,500.00 including GST @ 18%
7.	Tender Download Schedule	As per details mentioned at portal. Tender documents can be downloaded free of charge from the website https://gem.gov.in during the above period.
8.	Pre-Bid Meeting	Date and Time of Prebid Meeting: As per GEM bid document. Bidders are advised that no pre-bid meeting shall take place in person. All bidders intending to raise queries shall do so either through e-mail to the contact person (mentioned in NIT) or through GeM portal, before the due date & time of pre-bid meeting on Portal. The editable soft copy of the queries may also be sent on email address given in tender documents.
8.1	Bid Submission Start Date & Time	As per details mentioned at portal.
8.2	Last date of submission of tender	As per details mentioned at portal.
8.3	Techno-commercial tender opening date	As per details mentioned at portal and or at a later date/ time convenient thereafter. Date and time of Priced Bid opening will be communicated only to techno-commercially acceptable bidders.
9.	TENDER VALIDITY	Offer shall be valid for 180 Days from date of opening of technical bid. In case of requirement, IOCL may seek further extension of the validity of the offer from the bidders.

10.	Earnest Money Deposit (EMD)	<p>NIL. (Bid Security Declaration is applicable)</p> <p>Bidders to note that there shall be no requirement of paying EMD against this e-Tender. However, all bidders shall be required to mandatorily submit the Bid Security Declaration in lieu of EMD on the portal on or before tender submission date and time as per the standard format attached with the tender. (Refer Part-B Annexure-K)</p> <p>The requirement of submission of Bid Security Declaration shall also be applicable on bidders who are exempted from payment of EMD (MSEs as per PPP, Startups, CPSEs and JVs).</p> <p>In case the Bid Security Declaration has been uploaded on or before tender submission date and time, but is in a different format from the one attached with the tender, then bidder may be given only one opportunity with a fixed deadline to upload the Bid Security Declaration as per the format of Bid Security Declaration (BSD) included in the tender. Bid Security Declaration that is digitally signed by the POA holder shall also be acceptable.</p> <p>EMD is not applicable.</p> <p>NOTE:</p> <p>MSE registered agencies covered under MSMED act, Startups (recognized by DIIT), Government organization & Public Sector undertaking of the Central/State Government and JVs/subsidiary companies of IOCL are exempted from submission of EMD. Ref EMD Notes.</p> <p>NOTE:</p> <p>EMD to be submitted as per format of BG against EMD as given in GeM.</p>
11.	Additional Technical Requirement (PQC), (if any)	Not Applicable
12.	Mode of submission	Offer must be uploaded on website https://gem.gov.in before the last date & time of submission of tender. Offer submitted using any other mode will not be accepted.

13.	Other Mandatory Documents	<ol style="list-style-type: none"> 1. PAN card 2. PF Registration Certificate 3. GST Registration Certificate 4. Partnership Deed or Certificate of Incorporation with Memorandum & Articles of Association. 5. Power of Attorney / Board resolution (as applicable) in favour of Tender signing authority/Proprietorship Undertaking. Refer Part-B for details. 6. Declarations against the following: <ol style="list-style-type: none"> a) Annexure-A: Undertaking by the Tenderer(s) on acceptance of tender terms & conditions b) Annexure-B: Proforma for Declaration on Proceedings Under Insolvency and Bankruptcy Code, 2016 (Bidding Stage) c) Annexure-C: Certificate for bidders from a country which shares a land border with India d) Annexure-D: Undertakings and Declarations for Non-Tampering of Data e) Annexure-E: Declaration of Blacklisting / Holiday Listing f) Annexure-F: Details on Relationship with IOCL's Directors (Declaration "A", "B" & "C") g) Annexure-G: Undertaking for Business Transaction Status of Bidders h) Annexure-H: Particulars of Bidder Firm i) Annexure-I: Undertaking on no multiple bidding j) Annexure-K: Bid Security Declaration from Bidders in lieu of EMD k) Annexure-L: UNDERTAKING FOR TECHNICAL SPECIFICATION <p>The Undertakings mentioned above to be submitted in the format in the attached in 'DECLARATIONS TO BE SUBMITTED BY BIDDERS' pdf file provided as attachment in tender.</p>
14.	CONTACT PERSON	Name: Sumit Kumar Jaiswal Designation: Technical Service Manager, UPSO-I Contact No: 7697066813 E-mail ID: jaiswalsk@indianoil.in
15.	Reverse Auction	Not Applicable
16.	Purchase Preference to Micro and Small Enterprises (MSEs) Bidders (PPP-2012)	Applicable. This is Service Contract. Refer 'PART-B' for details.
17.	Whether the Tendered Job is an ARC-AMC/ Others [If ARC / AMC job then the work experience value submitted by the bidder shall be annualised]	Others
18. -	Job Nature (Critical/Non-Critical) w.r.t. relaxation in PQC to startup bidders.	Critical Note: Since the nature of job is Critical and it is Works Contract, Therefore, No Relaxation on PQC ground is allowed to Startup- India registered bidders and MSE bidders.

19.	Other general Points	
20.1	Nature of Job	Service Contract
20.2	Mobilization Advance (applicable)	Not Applicable
20.3	Splitability	Job is not splitable
20.4	Security Deposit (SD)/Initial Security Deposit (ISD)	SD Rate = 5% of total Contract value ISD Rate = 2.5% of total Contract value Please refer clause no. 7 A and subclauses of part B
20.5	Whether the tendered item falls under the list in where Nodal Ministry has communicated that there is sufficient local capacity and local competition??	NO
20.6	Quotation Method	Custom bid Bidder has to quote their lump sum price including GST for the contract period (On or before 6 months) mentioned in NIT in GeM portal.
20.7	Jurisdiction - For the tenders invited by UPSO-I at Lucknow	a) For disputes up to stage of LOI (Letter of Intent)- At all places in the GCC enclosed with the tender document OWNER shall mean INDIAN OIL CORPORATION LIMITED , MARKETING DIVISION, Uttar Pradesh State Office-I, with its office at TC-39V, Vibhuti Khand, Gomti Nagar, Lucknow, Uttar Pradesh -226010. The Court of jurisdiction for all matters under the tender shall be at Lucknow . b) For disputes after LOI and during execution stage -At all places in the GCC enclosed with the tender document OWNER shall mean INDIAN OIL CORPORATION LIMITED , MARKETING DIVISION, Uttar Pradesh State Office-I, with its office at TC-39V, Vibhuti Khand, Gomti Nagar, Lucknow, Uttar Pradesh -226010. The Court of jurisdiction for all matters under the tender shall be at Lucknow .

Beware of Fake Communications - IOCL officials never asks for any financial transaction other than as mentioned in NIT or Tender doc. Any communication like Call SMS Email etc. can be made by fraudster. Please do not act on such communication.

21. General

Bidder to note:

i. ORDER OF PRECEDENCE: In case of contradictions between Indian Standards, General conditions of contract, Special conditions of contract, item wise description of works etc, the following shall prevail in order of precedence.

- a) NIT
- b) Part A Technical Bid
- c) Part B Technical Bid
- d) Formal contract
- e) Acceptance of tender
- f) Price schedule annexed to work order
- g) Agreed variation annexed to work order
- h) Addenda to the tender documents
- i) Special terms & conditions of contract
- j) Special instructions to Tenderers
- k) General conditions of contract
- l) Instruction to Tenderers

In case of any deviation/ variance/ conflict between Part A and Part B of Technical Bid, the Clause mentioned in Part A shall prevail.

A variation or amendment issued after the execution of the formal contract shall take precedence over the formal contract and all other Contract Documents. Notwithstanding the sub divisions of the tender document into several sections and volumes, every part of each shall be deemed to be supplementary to every other part and shall be read with and into the contract so far as it may be practicable to do so.

ii. BID EVALUATION CRITERIA:

- a) The evaluation shall be based on the Lowest delivered amount.
- b) The estimated amount (Rs. 5,01,500.00 including GST@18%) mentioned in the tender is the total estimated amount including 18% GST for a contract period of on or before 6 months. Bidders are required to quote on this total amount including 18% GST for a contract period of on or before 6 months.
- c) As per GeM advisory for ITC /RCM, Splitting is not available when ITC/RCM is opted.
- d) Escalation / De-escalation in the tendered rate is not applicable for this tender. Rate finalized shall be applicable throughout the contract period including extended period.
- e) The variation in percentage between the total quoted amount and estimated amount shall be arrived up to three decimal places and shall be applicable uniformly to all items of price schedule (SOR).
- f) Upon receipt of the bids, the documents submitted by all the bidders shall be scrutinized with respect to submission of EMD (Bid security declaration), and Other Commercial Criteria, acceptance to all terms & conditions as per the tender.
- g) The lowest quote shall be considered for further processing and bidder quoting the finalized L1 rates (with or without negotiations) shall be considered as L1 bidder.

-

- iii. IOCL reserves the right to reject any or all of the tenders or any parts of the tender so received and may cancel the tender in part or full, extend the due date of Tender submission etc. without assigning any reason.
- iv. Bidders are to quote their most competitive rates. Negotiations will not be conducted with the bidders as a matter of routine. However, Owner reserves the right to conduct negotiations. Ordinarily the lowest responsive bids shall be preferred. However, the OWNER reserves the right not to accept the lowest bid, if in its opinion this would not be in the interests of the works/IOCL.
- v. All communication will be made through portal. However, IOCL reserve the right to take cognizance of the communication made outside Portal under exceptional circumstances.

- vi. Bidder cannot make any claim against IOCL towards its expense incurred in connection with the preparation and delivery of their bids, site visit, participating in the discussion and other expenses incurred during bidding process.
- vii. Bidder should make sure that their priced bid contains only prices. Rates mentioned elsewhere shall not be taken into cognizance. Offer shall be liable for rejection if any condition directly or implied, recorded in Priced Bid.
- viii. After opening of the technical bids but before the opening of the price bids, the bids may be rejected for unsatisfactory performance or adverse comments which have come to the notice of the tender inviting authority.
- ix. Offers not meeting statutory requirement are liable for rejection.
- x. Bidders are advised to visit Announcement section/ FAQ/ Manuals of Portal before bidding.
- xi. Refer ITB of the tender document /Special Instruction to Bidder (SITB) of web site for more details.
- xii. Any Addendum/Corrigendum/Sale date extension in respect of above Tender shall be issued on portal only and no separate notification shall be issued in the press. Bidders are therefore requested to regularly visit our website to keep themselves updated. Failure of Bidder to submit tender without taking cognizance of Corrigendum / Amendment (if any) issued by IOCL shall make bid liable for rejection.
- xiii. IOCL does not take any responsibility for the correctness of tender documents obtained from any other source. Bidders are advised to visit above mentioned website before submitting their offer for official version of the tender document including any corrigendum / amendment if any, which shall be binding to the bidder.
-
- xiv. In case of tie between two or more bidders at L-1 position, GeM modalities shall be applicable.
- xv. On account of exigencies, if parties are asked to extend the validity the same should be without any deviation in the terms and conditions including change in prices. However, parties would be allowed to withdraw. If a party still deviates or changes price, his offer should be rejected.
- xvi. Earnest Money if applicable shall be forfeited in the following circumstances:
 - a) In case the bidder tampers the tender document, alters / modifies / withdraws
 - b) the bid suo-moto after opening the bids (Technical bids in case of two bid system) within the validity period.
 - c) In case the bidder submits false/fraudulent/fake/ forged documents.
 - d) In case the tender is accepted, and the contractor fails to deposit the ISD/SD or to execute the contract.
 - e) In case of failure of the bidder to get the documents verified as per the specified time schedule in the tender. (Where verification is done through the Original Document Verification process)

In (a) and (b) above the tender submitted by the bidder shall be rejected. In all the above cases suitable action may be taken which may include EMD forfeiture and / or holiday listing action as per the discretion of IOCL. Earnest Money Deposit forfeited for all such bids shall not be by way of penalty or liquidated damages but by way of reimbursement of the pre-estimated costs likely to be incurred by the OWNER towards bidding process and in the scrutiny and evaluation of bids.

22. Invalid tenders and tenders liable for rejection

A. Tender is invalid and shall be rejected in the following circumstances:

- (i) Does not fulfill minimum qualification criteria prescribed in the tender documents.
- (ii) In case the bidder misrepresents facts or submits, forged, false or fabricated document.
- (iii) Bidder is holiday listed as per prevailing holiday listing guidelines.
- (iv) Bidder is banned for participation in tenders for a specific period as per CPE guidelines wherever applicable.
- (v) If insolvency resolution process has commenced (viz. application has been admitted by Adjudicating Authority and moratorium has been imposed and IRP has been appointed) or liquidation or bankruptcy proceedings have commenced in respect of bidder in terms of Insolvency and Bankruptcy Code, 2016 or any other applicable law (in cases where code is not applicable) at any stage of

evaluation of bid.

B. Tender is also liable for rejection if the bidder:

- (i) If the Earnest Money Deposit/ Bid Security Declaration is not deposited or exemption document (if applicable) is not uploaded before closing date and time of tender
- (ii) Stipulates the validity period of the bids lesser to what is stated in the tender document.
- (iii) Stipulates his own conditions and refuses to withdraw them.
- (iv) Does not disclose the full names and addresses of all his partners in the case of a partnership concern.
- (v) Does not fill in and sign the tender acceptance formats as specified in the tender.
- (vi) Does not have his PF Code/ number from the Regional Provident Fund Commissioner. However, PSUs / organizations having their own PF trust / Govt. PF are considered 'At Par' with the bidders registered with the PF authorities, the necessary documentary evidence shall be submitted along with the bid.
- (vii) If the bids are partly quoted.
- (viii) If the bids contain unacceptable terms and conditions.
- (ix) If in any of the previous tenders, it was found that the bidder is Non-compliant to taxation laws and statutes.
- (x) Offer from following types of bidder will not be accepted
 - (a) Who are under liquidation, court receivership or similar proceedings.
 - (b) Whose insolvency resolution process or liquidation or bankruptcy proceeding is initiated under the Code or any other applicable law (in case where Code is not applicable) at any stage of evaluation of the bid. In case where the bid of the L-1 bidder is rejected on the aforesaid grounds during the period between price-bid-opening and award-of-contract, then the bid of the next eligible bidder will be considered for further processing.
 - (c) Consultant or their subsidiary company or companies under the management of consultant for execution of the same project for which they are working as consultant.
 - (d) Foreign bidders participating in domestic /national tender.
 - (e) Offer from joint bidders / consortium, unless specifically permitted in the tender for such bidding.

23. Purchase Preference:

Purchase preference and broad allocation applicable under only PPP-MSE Order 2012:

Purchase preference shall be applicable against procurement of goods produced and services rendered by Micro and Small Enterprises and the preference to MSEs shall not be applicable for works contracts.

The registration certificate submitted must specify the category of enlistment as "Micro or Small enterprise". Purchase preference if applicable shall be as specified under evaluation criteria.

The modality for granting purchase preference under Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 (including later clarifications and Amendments thereof) shall be as follows:

Case B: Where quantity cannot be split

S r. N o	Condition	Remarks
1	When MSE is L1	100% order to MSE
2	When MSE is not L1 but within a price band of L1 + 15 percent	100 % of tendered quantity to the lowest quoted MSE within L1 + 15 percent subject to matching of L1 rates. If MSE does not match the L1 rate - 100% quantity to be awarded to L1

MSE registered agencies covered under MSMED act are eligible for Purchase preference. Bidder claiming such Purchase Preference needs to submit MSE certificate (Udyam) against their eligibility along with their techno-commercial bid. The certificate must be valid on the original bid submission date.

अस्वीकरण/Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. 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.
16. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
17. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

All GeM Sellers/Service Providers shall ensure full compliance with all applicable labour laws, including the provisions, rules, schemes and guidelines under the four Labour Codes i.e. the Code on Wages, 2019; the Industrial Relations Code, 2020; the Occupational Safety, Health and Working Conditions Code, 2020; and the Code on Social Security, 2020 as and when notified and brought into force by the Government of India.

For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The

Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972, etc. and relevant State Rules) shall continue to remain applicable.

The Seller/ Service Providers shall, therefore, be responsible for ensuring compliance under:

- **All notified and enforceable provisions of the new Labour Codes as mentioned hereinabove; and**
- **All operative provisions of the erstwhile Labour Laws until their complete substitution.**

All obligations relating to wages, social security, safety, working conditions, industrial relations etc. and any other statutory requirements shall be strictly met by the Seller/ Service Provider. Any non-compliance shall constitute a breach of the contract and shall entitle the Buyer to take appropriate action in accordance with the contract and applicable law.

This Bid is governed by the [सामान्य नियम और शर्तें/General Terms and Conditions](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in सामान्य नियम और शर्तें/General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in 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---