

बिड दस्तावेज़ / Bid Document

बिड विवरण / Bid Details	
बिड बंद होने की तारीख/समय / Bid End Date/Time	12-02-2026 15:00:00
बिड खुलने की तारीख/समय / Bid Opening Date/Time	12-02-2026 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	Gujarat
विभाग का नाम / Department Name	Ports And Transport Department Gujarat
संगठन का नाम / Organisation Name	Gujarat State Road Transport Corporation
कार्यालय का नाम / Office Name	Central Office
कुल मात्रा / Total Quantity	2400
वस्तु श्रेणी / Item Category	GSRTC Code No - 60189 - Supply and installation of Fire Detection and Suppression System , First Year Service , Second Year Service , Third Year Service , Forth Year Service , Five Year Service
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	Fire Detection and Suppression System
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Standalone Ceiling Mounted Fire Suppression System, Reverse Osmosis based Water Treatment System above 50 LPH Capacity (V2), Fire Beaters (Fire suppression hand tools), Fire Hooks (Fire suppression hand tools), Emergency lighting and accessories (Portable Emergency Lighting System Tower type with Battery Bank), Fixed Clean Agent Gas based Fire Suppression System, Microbial Detection System, Reverse Osmosis based Point of Use Water Treatment System for Drinking Purposes (V3) as per IS 16240, Fixed Clean Agent Gas based cylinderless Fire Suppression System, Emergency lighting and accessories (PORTABLE EMERGENCY LIGHTING SYSTEM Tower type With AC Genset)
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	<ul style="list-style-type: none"> • Fixed Clean Agent Gas based cylinderless Fire Suppression System • Fixed Clean Agent Gas based Fire Suppression System • Standalone Ceiling Mounted Fire Suppression System
बीओक्यू शीर्षक / BOQ Title	Fire Detection and Suppression System FDSS
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / MSE Relaxation for Years of Experience and Turnover	No

बिड विवरण/Bid Details	
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Relaxation for Years Of Experience and Turnover	Yes Complete
विक्रेता से मांगे गए दस्तावेज़/ Document required from seller	Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC),Compliance of BoQ specification and supporting document *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेन् है/ Do you want to show documents uploaded by bidders to all bidders participated in bid?	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	2
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	50% Lowest Priced Technically Qualified Bidders
बिड का प्रकार/ Type of Bid	Two Packet Bid
प्राथमिक उत्पाद श्रेणी/ Primary product category	GSRTC Code No - 60189 - Supply and installation of Fire Detection and Suppression System
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	40000000
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	1200000

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).	72

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

लाभार्थी /Beneficiary :

GSRTC COLLECTION ACCOUNT
GUJARAT STATE ROAD TRANSPORT CORPORATION, PURCHASE DIVISION : 1st FLOOR, CENTRAL OFFICE, NEAR RANIP BUS TERMINAL, RANIP, AHMEDABAD-382480.
(Cao And Fa)

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)
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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%	20
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	50

1. 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.
2. 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.
3. 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.
4. Purchase preference to Micro and Small Enterprises (MSEs) from the State of Bid Inviting Authority : Purchase preference will be given to MSEs as Micro and Small Enterprises from the State of Bid inviting Authority. 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+ 20% 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 50 % of total quantity as defined/ decided in relevant policy. 5. 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.

6. Reverse Auction would be conducted amongst first 50% of the technically qualified bidders arranged in the order of prices from lowest to highest. Number of sellers eligible for participating in RA would be rounded off to next higher integer value if number of technically qualified bidders is odd (e.g. if 7 bids are technically qualified, then RA will be conducted amongst L-1 to L-4). In case number of technically qualified bidders are 2 or 3, RA will be between all without any elimination. If Buyer has chosen to split the bid amongst N sellers, then minimum N sellers would be taken to RA round. In case Primary products of only one OEM are left in contention for participation in RA based on lowest 50% bidders qualifying for RA, the number of sellers qualifying for RA would be increased to get at least products of one more OEM (directly participated or through its reseller) if available. Further, if bid(s) of any seller(s) eligible for MSE preference is / are coming within price band of 15% of Non MSE L-1 or if bid of any seller(s) eligible for Make in India preference is / are coming within price band of 20% of non MII L-1, then such MSE / Make in India seller shall also be allowed to participate in the RA process.

GSRTC Code No - 60189 - Supply And Installation Of Fire Detection And Suppression System

(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

Specification Document	View File
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

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

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Parmar Prahladbhai Babubhai	382346,GUJARAT STATE ROAD TRANSPORT CORPORATION CENTRAL STORE DIVISION, CENTRAL WORKSHOP COMPOUND, KRISHNNAGAR, NARODA ROAD, AHMEDABAD.	400	90

First Year Service

(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)

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क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Pragneshbhai Manubhai Patel	382346,GUJARAT STATE ROAD TRANSPORT CORPORATION CENTRAL WORKSHOP COMPOUND SAIJPUR BOGHA NARODA PATIYA AHMEDANAD-	400	365

Second Year Service

(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)

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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	Pragneshbhai Manubhai Patel	382346,GUJARAT STATE ROAD TRANSPORT CORPORATION CENTRAL WORKSHOP COMPOUND SAIJPUR BOGHA NARODA PATIYA AHMEDANAD-	400	730

Third Year Service

(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

Specification Document	View File
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

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	Pragneshbhai Manubhai Patel	382346,GUJARAT STATE ROAD TRANSPORT CORPORATION CENTRAL WORKSHOP COMPOUND SAIJPUR BOGHA NARODA PATIYA AHMEDANAD-	400	730

Forth Year Service

(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

Specification Document	View File
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

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
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क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Pragneshbhai Manubhai Patel	382346,GUJARAT STATE ROAD TRANSPORT CORPORATION CENTRAL WORKSHOP COMPOUND SAIJPUR BOGHA NARODA PATIYA AHMEDANAD-	400	730

Five Year Service

(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

Specification Document	View File
BOQ Detail Document	View File

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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	Pragneshbhai Manubhai Patel	382346,GUJARAT STATE ROAD TRANSPORT CORPORATION CENTRAL WORKSHOP COMPOUND SAIJPUR BOGHA NARODA PATIYA AHMEDANAD-	400	730

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

1. Generic

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity up to 25% of the contracted quantity during the currency of the contract at the contracted rates. The delivery period of quantity shall commence from the last date of original delivery order and in cases where option clause is exercised during the extended delivery period the additional time shall commence from the last date of extended delivery period. The additional delivery time shall be $(\text{Increased quantity} \div \text{Original quantity}) \times \text{Original delivery period (in days)}$, subject to minimum of 30 days. If the original delivery period is less than 30 days, the additional time equals the original delivery period. The Purchaser may extend this calculated delivery duration up to the original delivery period while exercising the option clause. Bidders must comply with these terms.

2. **Forms of EMD and PBG**

Bidders can also submit the EMD with Account Payee Demand Draft in favour of

GSRTC COLLECTION ACCOUNT

payable at

Ahmedabad

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Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

3. **Forms of EMD and PBG**

Bidders can also submit the EMD with Fixed Deposit Receipt made out or pledged in the name of A/C

GSRTC COLLECTION ACCOUNT

. 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 EMD, the FDR will be released in the favour of the bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Bidder has to upload scanned copy/ proof of the FDR along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date/ Bid Opening date

4. **Forms of EMD and PBG**

Bidders can also submit the EMD with Banker's Cheque in favour of

GSRTC COLLECTION ACCOUNT

payable at

Ahmedabad

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Bidder has to upload scanned copy / proof of the BC along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

5. **Forms of EMD and PBG**

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

GSRTC COLLECTION ACCOUNT

Account No.

30169841063

IFSC Code

SBIN0000301

Bank Name

STATE BANK OF INDIA

Branch address

Lal Darwaja, Ahmedabad

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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 Account Payee Demand Draft also (besides PBG which is allowed as per GeM GTC). DD should be made in favour of

GSRTC COLLECTION ACCOUNT

payable at

Ahmedabad

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. 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.

7. **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

GSRTC COLLECTION ACCOUNT

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.

8. 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

GSRTC COLLECTION ACCOUNT

Account No.

30169841063

IFSC Code

SBIN0000301

Bank Name

STATE BANK OF INDIA

Branch address

Lal Darwaja, Ahmedabad

. 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.

9. Scope of Supply

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

10. Purchase Preference (Centre)

Purchase Preference linked with Local Content (PP-LC) Policy:

The bid clause regarding "Preference to Make In India products" stands modified in this bid and shall be governed by the PPLC Policy No. FP-20013/2/2017-FP-PNG dated 17.11.2020 issued by MoP&NG as amended up to date. Accordingly, bidders with Local Content less than or equal to 20% will be treated as "Non Local Supplier". The prescribed LC shall be applicable on the date of Bid opening. Sanctions on the bidders for false / wrong declaration or not fulfilling the Local Content requirement shall be as per the PPLC policy. Further following additional provisions are added in the certification and verification of local content provision of the Preference to Make in India clause:

- i. In case of foreign bidder, certificate from the statutory auditor or cost auditor of their own office or subsidiary in India giving the percentage of local content is also acceptable. In case office or subsidiary in India does not exist or Indian office/subsidiary is not required to appoint statutory auditor or cost auditor, certificate from practicing cost accountant or practicing chartered accountant giving the percentage of local content is also acceptable.
- ii. Along with Each Invoice: The local content certificate (issued by statutory auditor on behalf of procuring company) shall be submitted along with each invoice raised. However, the % of local content may vary with each invoice while maintaining the overall % of local content for the total work/purchase of the pro-rata local content requirement. In case, it is not satisfied cumulatively in the invoices raised up to that stage, the supplier shall indicate how the local content requirement would be met in the subsequent stages.
- iii. The bidder shall submit an undertaking from the authorized signatory of bidder having the Power of Attorney along with the bid stating the bidder meets the mandatory minimum LC requirement and such undertaking shall become a part of the contract.

11. 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.

12. **Certificates**

The bidder is required to upload, along with the bid, all relevant certificates such as BIS licence, type test certificate, approval certificates and other certificates as prescribed in the Product Specification given in the bid document.

13. **Purchase Preference (State)**

Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs from the State of Bid Inviting Authority 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 / State of Bid inviting authority. 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+ 20 % 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 50 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.

14. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

Pre qualification criteria. - Documentary evidence required to fulfill criteria.

1. The Bidder should be manufacturer either of 'Class-I Gujarat MSE'/Class-I Local/ 'Class-II Gujarat MSE'/Class II Local of tender items. - To verify manufacturer status: Commissioner of industries certificate DIC/N.S. I.C/CSPO/ M.S.M.E./ Factory registration certificate. AND To verify Local Content:

To Provide Self-certification that the item offered meets the local content requirement at the time of tender bidding or solicitation. They shall also provide details of the location(s) at which the local Value addition is being done (in case of tender value up to Rs. 10 Crore).

To Provide a certificate from the statutory auditor or cost auditor of the company, if entity is registered under company Act. While in case of other entity, supplier shall provide certificate from a practicing cost accountant or practicing chartered accountant certifying the percentage of local content. (in case of tender value more than Rs. 10 Crore).

2. The Minimum average annual financial turnover or actual production of bidder/during the last three years, ending on 31st March of the previous financial year, should be at least twice the bid value/In case the date of Constitution/incorporation of the bidder is less than 3 year old, the average financial turnover or actual production is respect of the completed financial years after the date of constitution shall be taken into account for this criteria. - Documentary evidence in the form of certified Audited balance sheets with profit & Loss statement of relevant periods or a certificate from Chartered Accountant/Cost Accountant indicating the financial turnover or actual production details for the relevant period shall be uploaded with bid.

3. The bidder or its OEM (themselves or through re-seller) should have supplied same or similar (like FDSS or FDPS system) category products for 10% of bid quantity, in at least one of the last three year before the bid opening date to any Central/State Government Organization/PSU/Public listed company. - A Copy of relevant contracts (proving supply of cumulative order quantity in any one of the year) to be submitted along with bid in support of quantity supplied in the relevant year.

4. Quality: Party should have latest valid test report as per test mentioned in AIS:135 from the test agencies, recommended under the rule 126 of CMVR 1989 approved test agency. - Test report as per test mentioned in AIS:135 from the test agencies, recommended under the rule 126 of CMVR 1989 approved test agency.

5. Production capacity and supply capacity: Party should have at least minimum twice time production capacity of tender quantity. - Declaration of Production capacity on Rs.300/- non Judicial latest stamp paper.

Terms & Conditions:-

1. Exemption of EMD:

a) Micro & small-scale enterprises which participate directly in tendering process for the product which they are manufacturing / service which they are providing and have Udyam registration for items / service under procurement and having registration with CSPO or National Small Industries Corporation.

b) Startups which participate directly in tendering process for the product which they are manufacturing / service which they are providing and recognised by DPIIT under the Start-up India Program and has obtained Udyam registration & CSPO/NSIC registration as MSE.

c) Organization which has registration certificate for the manufacturing product of the tender, from Gujarat Khadi Gramodyog Board or Khadi and Village Industries Commission (K.V.I.C) or Commissioner of Cottage Industries.

d) Board/Corporations/PSUs of the Central/State Government for their own manufactured items.

e) State Government recognized organizations like (i) organizations for blinds, dumb and deaf, disabled, mentally disabled persons; (ii) women's self-help group recognized by Gujarat Livelihood Promotion Company; which participate directly in tendering process for the product which they are manufacturing / service which /they are providing.

f) Sellers who have got their credentials verified through the process of Vendor Assessment by Vendor Assessment Agencies through GeM for the Primary Product/Primary Service for which Bid/RA floated on GeM.

g) In keeping with GeM guidelines, OEM and service providers rendering services directly or by its own and having annual turnover of INR 500 Crore or more.

h) In keeping with GeM guidelines, Sellers/Service Providers holding BIS license for the Primary Product Category whose credentials are validated through BIS database.

2. Earnest Money Deposit (EMD): For Enterprises — other than those mentioned above, taking part in tendering process, the E.M.D shall be as per bid condition i.e. 3% of Estimated Tender value. EMD should be in the form of Demand Draft, Pay Order, FDR, RTGS and Bank Guarantee only from banks approved by Finance Department, Gujarat.

3. In Tender Process, for L-1 Bidder (Lowest Bidder) Security Deposit will be charged as per below.

On acceptance of the tender, the tenderers shall at the option of the Controller of Purchase and within the period specified by him deposit with him a Security Deposit an amount of 5% of the actual purchase order value either by DD or in form of bank guarantee or Pay order or FDR OR RTGS. Only for above mentioned at sr.1 firms have to be exempted in payable in security deposit up to 5 lac order value and above 5 lac security deposit applicable 3% of order value.

• The Successful tenderer/bidder will have to give additionally 5% performance guarantee.

• The Successful tenderer/bidder will have to give security deposit atleast for 6 months validity & performance guarantee atleast for 72 months validity.

• The PSUs will be entitled for exemption to pay the Security deposit & Performance guarantee.

• Security deposit/ performance guarantee should be in the form of Demand Draft, Pay Order, FDR, RTGS and Bank Guarantee only from banks approved by Finance Department, Gujarat.

4. Verification of local content:

a) The 'Class-I Gujarat MSE', 'Class-I Local Supplier' 'Class-II Gujarat MSE' and 'Class-II Local Supplier', shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement at the time of tender bidding or solicitation. They shall also provide details of the location(s) at which the local Value addition is being done.

b) In cases of procurement for a value in excess of Rs. 10 crore, the 'Class-I Gujarat MSE' 'Class-I Local Supplier', 'Class-II Gujarat MSE' and 'Class-II Local Supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company, if entity is registered under company Act. While in case of other entity, supplier shall provide certificate from a practicing cost accountant or practicing chartered accountant certifying the percentage of local content.

c) The Technical Committee (Tender Scrutiny Committee) shall verify local content for all cases having bid value of INR 10 crore or more and may randomly verify content for all cases having bid value of less than INR 10 crore. The respective Purchase Committee may nominate internal or external expert/s for independent verification of self-declarations and auditor's/ chartered accountant's certificates if required.

d) False declarations/certificate will lead to breach of the Clause 4 of this bid for which a bidder or its successors shall be debarred for up to two years with other such actions as may be permissible under law. Debarment shall be done as per the provisions of Purchase Manual (2004) with the concurrence of Industries & Mines Department.

e) A Supplier who has been debarred by any procuring entity for violation of any provision of this resolution shall not be eligible to participate in tender for procurement by any procuring entity of the State Government for the duration of the debarment.

5. Technical qualifying Criteria:

A. For labtest Items:- The average quality level should be required 95% (Test report should be considered of the last three years before the tender due date. In case of where the test reports of the last three years are not available, the quality level should be calculated of available reports before the tender due date.). In case of below 95% quality level the offer will be liable to be rejected.

B. For Non labtest Items: - The field performance should be considered of any one year out of the last three years. In case of performance report is not satisfactory during last three years, the offer will be liable to be rejected.

C. If any of the items rejected by the department/unit of the corporation, the offer of same items should be rejected in next purchase. In case of bunch bid the concern schedule (rejected items covered in the schedule) should be rejected.

6. GSRTC Payment terms:- Payment will be made on 61st days from the actual date of receipt of material/bus/ chassis. The corporation shall avail 2% CD(cash discount) in lieu of 60 days credit period if the payment is made within 20 working days from the actual date of receipt of material and installation or service.

7. In the event of an order being with the tenderer against his tender and/or the consequent contract there of and if they fail to supply any stores in accordance with the terms and conditions of the acceptance of the tender or fail to replace any stores rejected by the Controller of Stores/Consignee concerned within such time as may stipulated, the Controller of Purchase shall be entitled to purchase, after giving a final notice to them on this account such stores from another source as the Controller of Purchase decided and if such price shall exceed the rate set out in order tenderer shall be liable to pay the amount of extra expenditure incurred due to the difference between the price at which such store have been purchased by the Controller of Purchase.

8. The Controller of purchase reserves the right to recover the amount of extra expenditure incurred as a result of risk purchase from any of the pending bills and from any deposits of the supplier lying with G.S.R.T.C.

9. If the tenderer takes any contract with lower rate and/or better terms and conditions on the whole than those accepted by the Controller of Purchase, G.S.R.T.C., with any other S.T. Undertaking or with Government Department these lower rates and better terms and conditions with ipso facto become applicable to G.S.R.T. Corporation from the date of such changes in price, terms and/or conditions.

10. Reciprocity Clause:-

a) When the Procuring Entity identifies that Indian supplier of an item are not allowed to participate and/ or compete in procurement by any foreign government, by incorporating the restrictive tender conditions which have direct or indirect effect of barring Indian companies such as restriction/registration in the procuring country, execution of projects of specific value in the procuring country etc., it shall undertake appropriate reciprocal action.

b) Procuring entity should incorporate such provisions in their respective tenders to restrict such countries from participation.

c) The term 'entity' of a country shall have the same meaning as under the FDI Policy of DPIIT as amended from time to time.

11. Procedure for Purchase Preference and Price Matching:-

A. Purchase Preference for items that are divisible in nature

a) Purchase preference shall be given in order of "Class-I Gujarat MSE, Class-I Local Supplier, Class-II Gujarat MSE, Class-II Local Supplier, Non-local Supplier" as provided under this resolution subject to matching the L1 price & quantity.

b) The purchase preference mechanism is summarized as follows:

i. If the L1 price is of a Class-I Gujarat MSE, 100% bid quantity shall be awarded to Class-I Gujarat MSE.

ii. If L1 price is of a Class-I Local Supplier, preference shall be given to Class-I Gujarat MSEs, subject to the margin of purchase preference and matching the L1 price, then 50% of the bid quantity shall be awarded to Class-I Gujarat MSE, and the balance quantity shall be awarded to Class-I Local Supplier.

iii. If L1 price is of a Class-II Gujarat MSE, preference shall be given to Class-I Gujarat MSEs, subject to the margin of purchase preference and matching the L1 price, then 50% of the bid quantity shall be awarded to Class-I Gujarat MSE, and the balance quantity shall be awarded to the L1 bidder. If any of the Class-I Gujarat MSEs within the margin of purchase preference is unable to match the L1 price, the 'class-I Local supplier' subject to the margin of purchase preference and matching the L1 price and bid shall be awarded accordingly. In case none of the Class-I bidders within the margin of purchase preference matches the L1 price, the entire bid quantity shall be awarded to the L1 bidder.

iv. If L1 price is of a Class-II Local Supplier, preference shall be given to Class-I Gujarat MSEs, subject to the margin of purchase preference and matching of the L1 price, then 50% of the bid quantity and the balance quantity may be awarded to the L1 bidder. If any of the Class-I Gujarat MSEs within the margin of purchase preference is unable to match the L1 price, the 'Class-I Local Supplier' subject to the margin of purchase preference and matching the L1 price and bid shall be awarded accordingly. In case none of the Class-I bidders within the margin of purchase preference matches the L1 price, the 'Class-II Gujarat MSE' subject to the margin of purchase preference and matching the L1 price and so on. In case none of the Class-II Gujarat MSE within the margin of purchase preference matches the L1 price, the entire bid quantity shall be awarded to the L1 bidder.

v. In case if the bid quantity is in odd numbers and the quantity to be divided between two bidders then higher quantity will be awarded to L1. (For example, the bid quantity is seven, then it will be divided into four versus three).

vi. Procuring entity shall issue a price matching offer to all eligible bidders fulfilling the local content, in the above order of preference and price matching criteria, and shall provide 3 working days to bidders to submit their online offer.

B. Purchase Preference for items that are not divisible in nature

a) In the procurements of goods or services which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the Class-I Gujarat MSE, Class-I Local Supplier shall get purchase preference over 'Class-II Gujarat MSE', 'Class-II Local Supplier', subject to margin of purchase preference and price matching, as per the below order of preference:

In order of Class-I Gujarat MSE, Class-I Local Supplier, Class-II Gujarat MSE, Class-II Local Supplier, Non-local supplier.

b) The purchase preference mechanism is summarized as follows:

i. If the L1 price is of a Class-I Gujarat MSE, 100% bid quantity shall be awarded to Class-I Gujarat MSE.

ii. If L1 price is of a Class-I Local Supplier, preference shall be given to Class-I Gujarat MSEs, subject to the margin of purchase preference and matching the L1 price, then 100% of the bid quantity shall be awarded to Class-I Gujarat MSE. In case none of the Class-I Gujarat MSEs bidders within the margin of purchase preference matches the L1 price, the entire bid quantity shall be awarded to the L1 bidder.

iii. If L1 price is of a Class-II Gujarat MSE, preference shall be given to Class-I Gujarat MSEs, subject to the margin of purchase preference and matching the L1 price, then 100% of the bid quantity shall be awarded to Class-I Gujarat MSE. If any of the Class-I Gujarat MSEs within the margin of purchase preference is unable to match the L1 price, the 'Class-I Local Supplier' subject to the margin of purchase preference and matching the L1 price and bid shall be awarded accordingly. In case none of the Class-I bidders within the margin of purchase preference matches the L1 price, the entire bid quantity shall be awarded to the L1 bidder.

iv. If L1 price is of a Class-II Local Supplier, preference shall be given to Class-I Gujarat MSEs, subject to the margin of purchase preference and matching of the L1 price, then 100% of the bid quantity may be awarded to the Class-I Gujarat MSEs. If any of the Class-I Gujarat MSEs within the margin of purchase preference is unable to match the L1 price, the 'Class-I Local Supplier' subject to the margin of purchase preference and matching the L1 price and bid quantity shall be awarded accordingly. In case none of the Class-I bidders within the margin of purchase preference matches the L1 price, the 'Class-II Gujarat MSE' subject to the margin of purchase preference and matching the L1 price and so on. In case none of the Class-II Gujarat MSE within the margin of purchase preference matches the L1 price, the entire bid quantity shall be awarded to the L1 bidder.

v. In tenders where contract is awarded to multiple bidders subject to matching of L1 rates order of preference shall be: Class-I Gujarat MSE, Class-I Local Supplier, Class-II Gujarat MSE, Class-II Local Supplier, Non-local supplier.

vi. In case of Bunch Bid, Supplier will get benefits of Clause 11, only if supplier fulfils criteria of local content for all items of Bunch bid. Bunch bid is the grouping of similar products/services in a single bid based on the relevance of the categories of products/services being procured.

12. Procurement from Startups :-

A. Start-ups recognized by DPIIT under the Start-up India Program and having Udyam registration certificate as well as registration with CSPO or National Small Industries Corporation as a MSE. Startups having a valid recognition and registration as above shall be exempted from the criteria of minimum prior experience and minimum turnover requirements, which would otherwise make them ineligible to participate in the procurement process. The total annual production capacity of startups claiming exemption under this Clause shall be at least twice the bid quantity. Reseller/Trader of any products shall not be eligible to get benefit as startup.

B. Grievance redressal mechanism: For any grievances relating to procurement from Startups, the concerned General Manager, District Industries Centre (DIC) shall be the nodal officer and shall respond to the grievance within a reasonable period of time. In case of Policy related matter, GM, DIC (nodal officer) shall forward such grievance along with their report and recommendation to the CSPO within a reasonable period of time.

C. CSPO will examine and resolve the concern with the approval of the Industries Commissioner within a reasonable period of time.

13. Restriction on Public Procurement from bidders of certain countries:-

Restrictions would be applicable as per the GFR order (Public Procurement No. 1) with F. no. 6/18/2019-PPD dated 23 July 2020 and as amended from time-to-time by the Ministry of Finance, Government of India which has been circulated by the Industries and Mines Department, Gujarat vide letter no. SPO-102020-UOR-10-CH dated 15th October 2020.

14. Applicability in tenders where contract is to be awarded to multiple bidders:

In tenders where contract is awarded to multiple bidders subject to matching of L1 rates order of preference shall be: Class-I Gujarat MSE, Class-I Local Supplier, Class-II Gujarat MSE, Class-II Local Supplier, Non-local supplier.

15. Late Supply penalty: If the Seller/Service Provider fails to deliver any or all of the Goods/Services within the original/re-fixed delivery period(s) specified in the contract, the Buyer will be entitled to deduct/recover the Liquidated Damages for the delay, unless covered under Force Majeure conditions aforesaid, @ 0.5 % of the contract value of delayed quantity per week or part of the week of delayed period as pre-estimated damages not exceeding 10% of the contract value of delayed quantity without any controversy/dispute

of any sort whatsoever.

16. The stop dealing / black listing will be restore on the tenderer in the event of failure to execute the order / contract, violate any condition of contract or purchase order, fails to furnish the security deposit and forged required documentary evidences OR incase of withdrawal of tender.

17. Any dispute or litigation arising out of or in connection with the terms of this contract and or supply or supplies made there under, including any suit to enforce the right or either party under / or in respect of this contract shall be instituted and exclusive triable by court of Competent Ordinance Jurisdiction within Ahmedabad jurisdiction only.

18. The condition no.16 (Dispute Resolution between Buyer and Seller (Arbitrator)) of GTC is not applicable against this tender.

19. In case of past supplier the supply performance of last successful tender will be consider for acceptance/rejection of the firm in the current tender as per our purchase policy. The supply performance must be "satisfactory". If the supply performance is not satisfactory, the bidder will be disqualified from the bid.

20. Repeat Purchase Order:-

i. Repeat order can be placed only once within 6 months after the completion of delivery period of the original order.

ii. 25% or less quantity of the original order (tender acceptance letter) can be purchased by the same procuring entity which had floated the tender.

Others terms & Condition:-

1) Bidder are requested to go through all tender documents upload online on this bid. In this regards it will be understood our end that tenderer/bidders who has submitted offer against this e- tender/ bid has gone through all terms and condition mentioned above as well as technical specification / relevant AS/IS/BIS standard / drawings / lab test marking system etc. published on line are agreed by them.

2) The Corporation reserves the rights of accepting or rejecting any or all offers received in the Tender without assigning any reasons or notice at any stage.

3) The tenderer shall furnish true & correct information. In case the information furnished is found to be false / misleading, tender will be rejected, the EMD will be forfeited besides stop dealing / Black Listing the firm for a period as decided by the VC & MD of GSRTC more over GSRTC reserves the rights to take legal action for that.

4) The GSRTC reserves the right to reject any or all the bids/ offer and also reserve rights to the GSRTC for cancellation of the bid/ offer as a whole or partial at any stage of tender process without assigning any reasons thereof.

5) In the matter of any dispute, the decision of VC & MD of the GSRTC is binding on all the tenderer.

6) The amount of CGST & SGST or IGST and GST cess as indicated in the Tax invoice shall be paid only when they appear in GSTR 2A of the corporation and the supplier has filed return in accordance with the provision of the GST ACT and the rules made there under.

7) In the event of any additional tax liability according on the supplier due to classification issue or any other reason the liability of corporation shall be restricted to the amount of GST charged on the original tax invoice issued by the supplier.

8) The E-way bill if any required as per GST act rules & regulations in connection with supply of goods or services shall be arranged by the supplier.

9) Provision of liquidated damage :-

A. GST shall be levied on penalties.

B. Penalty shall be applicable for week or part of week.

C. TDS u/s 194Q shall be deducted from the payment.

Note:-

1) Documentary evidence required in scan copy should clearly visible.

- 2) Tenderer are requested to mention their offered Brand name in bid.
- 3) Hard copy of EMD & Stamp Paper must be submitted on buyer office as stipulated time.
- 4) Material must be supplied as per delivery schedule given by consignee/ Controller of Stores.

5) On the GeM portal, the contract period cannot exceed 730 days, but it will be considered as up to 5 years.

6) Please read the EMD conditions and all terms and conditions carefully before submitting your bid.

15. Buyer Added Bid Specific ATC

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

अस्वीकरण/Disclaimer

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

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [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. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
16. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of

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

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

For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972, etc. and relevant State Rules) shall continue to remain applicable.

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

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

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

[यह बिड सामान्य शर्तों के अंतर्गत भी शासित है /This Bid is also governed by the General Terms and Conditions](#)

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व 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---