बिड संख्या/Bid Number: GEM/2026/B/8185204
दिनांक /Dated: 21-10-2026

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	11-11-2026 19:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	12-11-2026 19:00:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	120 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Chemicals And Fertilizers
विभाग का नाम/Department Name	Department Of Chemicals And Petrochemicals
संगठन का नाम/Organisation Name	Central Institute Of Petrochemicals Engineering And Technology (cipet)
कार्यालय का नाम/Office Name	Head Office Guindy Chennai
शिकायत निवारण के संपर्क विवरण/ Contact details of Grievance redressal	HOD Email id :purchase.ho@cipet.gov.in Buyer Email id: buyer11.cipetc.tn@gembuyer.in
कुल मात्रा/Total Quantity	1
वस्तु श्रेणी /Item Category	Atomic Absorption Spectroscopy
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	Atomic Absorption Spectroscopy
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Atomic Absorption Spectrophotometer (AAS), Infrared Spectroscopy System, Explosives / Narcotics Trace Detector, Fluorescence Spectrometer, Portable and Wireless One Channel Spectroscopy, Desiccant Dehumidifier, Electronic Milk Analyser and adulteration detection equipment
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	• Atomic Absorption Spectrophotometer (AAS)
पिछले 3 वित्तीय वर्षों का बिडर का न्यूनतम औसत वार्षिक वित्तीय टर्नओवर/Minimum Average Annual Turnover of the bidder (For the last 3 Financial Years)	28 Lakh (s)
मूल उपकरण निर्माता का औसत टर्नओवर (गत 3 वर्षों का)/OEM Average Turnover (Last 3 Years)	220 Lakh (s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service	3 Year (s)
टर्नओवर पात्रता मानदंड/Turnover eligibility criteria	GeM verified turnover

बिड विवरण/Bid Details	
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),OEM Authorization Certificate,OEM Annual Turnover,Additional Doc 1 (Requested in ATC),Additional Doc 2 (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 मेनू 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	3
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
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
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
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
वित्तीय दस्तावेज की आवश्यकता है / Financial Document Required	Yes
मध्यस्थता खंड/Arbitration Clause	No

बिड विवरण/Bid Details	
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).	28

(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 :

Principal Director
CIPET Head Office Guindy Chennai, Department of Chemicals and Petrochemicals, Central Institute of Petrochemicals Engineering and Technology (CIPET), Ministry of Chemicals and Fertilizers Guindy Chennai 600 032
(Cipet Head Office)

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 availabele upto price within L1+X%	20
मेक इन इंडिया खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MII purchase preference	50

सार्वजनिक खरीद (मेक-इन-इंडिया को प्राथमिकता) आदेश 2017 के अनुसार केवल क्लास 1/क्लास 2 के स्थानीय आपूर्तिकर्ताओं को ही भागीदारी की अनुमति है दिनांक 16.09.2020 (समय-समय पर संशोधित एवं लागू) / Allow participation only from Class 1/Class 2 local suppliers as per the Public procurement(Preference to Make-in-india) order 2017 date 16.09.2020(as amended and applicable time to time)	Yes, in compliance with the MII ORDER : DPIIT Order(as amended and applicable time to time)

एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं/सेवा प्रदाता को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% / Purchase Preference to MSE OEMs/ Service Provider available upto price within L1+X%	15
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माता/सेवा प्रदाता को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Percentage of Bid quantity/amount for MSE OEMs/ Service Provider Purchase preference	25

1. The minimum average annual financial turnover of the bidder during the last three financial years, ending on 31st March of the previous financial year, should be as indicated in the bid document. The turnover of the bidder shall be validated by the system based on the financial data available on the GeM portal. The average turnover shall be calculated based on the last three financial years where data is available; in case data is available for only two of the last three financial years, the average shall be computed based on those two years. In case the date of constitution / incorporation of the bidder is less than three years old, the average turnover in respect of the completed financial years after the date of constitution / incorporation shall be taken into account for this criterion. No separate documentary evidence is required to be uploaded by the bidder for this criterion, as the system shall derive and validate the turnover figures from the data available on the GeM portal.
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. OEM Turn Over Criteria: The minimum average annual financial turnover of the OEM of the offered product during the last three years, ending on 31st March of the previous financial year, should be as indicated 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 OEM 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.
4. 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 and its subsequent Orders/Notifications issued by concerned Ministry .Benefits of MSE will be allowed only if seller/service provider is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

5. **Purchase preference to Micro and Small Enterprises (MSEs):** Purchase preference will be given to MSEs having valid Udyam Certificate and whose credentials are validated online through Udyam Registration portal as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. In respect of bid for Services, the bidder must be the Service provider of the offered Service. 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. 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 in case of product bids, whereas in case of services the eligibility is automatically validated. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 25% (selected by Buyer) percentage of total quantity. The buyers are advised to refer the OM_No.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.
6. 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.

7. Reverse Auction would be conducted amongst all the technically qualified bidders except the Highest quoting bidder. The technically qualified Highest Quoting bidder will not be allowed to participate in RA. However, H-1 will also be allowed to participate in RA in following cases:

i. If number of technically qualified bidders are only 2 or 3.
ii. If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.
iii. In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
iv. If L-1 is non-MSE and H-1 is eligible MSE and H-1 price is coming within price band of 15% of Non-MSE L-1
v. If L-1 is non-MII and H-1 is eligible MII and H-1 price is coming within price band of 20% of Non-MII L-1

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

Technical Compliance Sheet - 1792586178.xlsx

Atomic Absorption Spectroscopy (1 pieces)

(क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक/Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

तकनीकी विशिष्टियाँ /Technical Specifications

क्रेता विशिष्टि दस्तावेज़ /Buyer Specification Document	Download

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

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Aijaz Ahmed	844102,CIPET CSTS HAJIPUR EPIP Complex, Hajipur Industrial Area, Hajipur - 844 102. +91-9437124606, +91-7470784301, Email: hajipur[at]cipet[dot]gov[dot]in / cipetpatna[at]gmail[dot]com GST No.10AAAAC0606R1Z4	1	60

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 (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.

2. **Generic**

   Actual delivery (and Installation & Commissioning (if covered in scope of supply)) is to be done at following address

   CIPET CSTS Hajipur
   As per Consignee details
   As per Consignee details
   As per Consignee details
   As per Consignee details
   .

3. **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.

4. **Generic**

   Bidders shall quote only those products (Part of Service delivery) in the bid which are not obsolete in the market and has at least 5 years residual market life i.e. the offered product shall not be declared end-of-life by the OEM before this period.

5. **Generic**

   Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.

6. **Generic**

   Buyer Organization specific Integrity Pact shall have to be complied by all bidders. Bidders shall have to upload scanned copy of signed integrity pact as per Buyer organizations policy along with bid. Click here to view the file

7. **Generic**

   Bidder shall submit the following documents along with their bid for Vendor Code Creation:

   a. Copy of PAN Card.

   b. Copy of GSTIN.

   c. Copy of Cancelled Cheque.

   d. Copy of EFT Mandate duly certified by Bank.

8. **Generic**

   Data Sheet of the product(s) offered in the bid, are to be uploaded along with the bid documents. Buyers can match and verify the Data Sheet with the product specifications offered. In case of any unexplained mismatch of technical parameters, the bid is liable for rejection.

9. **Generic**

   Experience Criteria: The Bidder or its OEM {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU for 3 years before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the year. In case of bunch bids, the primary product having highest value should meet this criterion.

10. **Generic**

    Installation, Commissioning, Testing, Configuration, Training (if any - which ever is applicable as per scope of supply) is to be carried out by OEM / OEM Certified resource or OEM authorised Reseller.

11. **Generic**

    Manufacturer Authorization: Wherever Authorised Distributors/service providers are submitting the bid, Authorisation Form /Certificate with OEM/Original Service Provider details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid

12. **Generic**

    OPTIONAL SITE VISIT:

    1. The Bidder is advised to visit and examine the installation site and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the Bid. The costs of visiting the site shall be borne by the Bidder.

    Yes

    2. The Bidder representative shall be allowed entry upon consignee premises for such visits, only upon the express conditions that the Bidder will release and indemnify the Buyer and Consignee against all liabilities arising out of such visit including death or injury, loss or damage to property, and any other loss, damage, costs, and expenses incurred as a result of such visit.

    3. The Bidder shall not be entitled to hold any claim against Buyer for noncompliance due to lack of any kind of pre-requisite information as it is the sole responsibility of the Bidder to obtain all the necessary information with regard to site, surrounding, working conditions, weather etc. on its own before submission of the bid.

13. **Generic**

Scope of supply includes Training: Number of employees to be trained

5
, Place for Training
CIPET CSTS Hajipur
and Duration of training
5
days.

14. **Generic**

Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.

15. **Generic**

The successful bidder has to supply all essential accessories required for the successful installation and commissioning of the goods supplied. Besides standard accessories as per normal industry practice, following accessories must be part of supply and cost should be included in bid price:

The scope shall include supply, packing, forwarding, transportation, loading/unloading, transit insurance, risk coverage, installation, testing, commissioning, demonstration, training, warranty, documentation and all standard accessories, fittings and components required for complete and satisfactory operation of the equipment, wherever applicable, without any additional cost
.

16. **Generic**

1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.

17. **Generic**

Without prejudice to Buyer’s right to price adjustment by way of discount or any other right or remedy available to Buyer, Buyer may terminate the Contract or any part thereof by a written notice to the Seller, if:
i) The Seller fails to comply with any material term of the Contract.
ii) The Seller informs Buyer of its inability to deliver the Material(s) or any part thereof within the stipulated Delivery Period or such inability otherwise becomes apparent.
iii) The Seller fails to deliver the Material(s) or any part thereof within the stipulated Delivery Period and/or to replace/rectify any rejected or defective Material(s) promptly.
iv) The Seller becomes bankrupt or goes into liquidation.
v) The Seller makes a general assignment for the benefit of creditors.
vi) A receiver is appointed for any substantial property owned by the Seller.
vii) The Seller has misrepresented to Buyer, acting on which misrepresentation Buyer has placed the Purchase Order on the Seller.

18. **Generic**

While generating invoice in GeM portal, the seller must upload scanned copy of GST invoice and the screenshot of GST portal confirming payment of GST.

19. **OEM**

IMPORTED PRODUCTS: In case of imported products, OEM or Authorized Seller of OEM should have a registered office in India to provide after sales service support in India. The certificate to this effect should be submitted.

20. **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

CENTRAL INSTITUTE OF PETROCHEMICALS ENGINEERING & TECHNOLOGY
Account No.
419413414
IFSC Code
IDIB000G020
Bank Name
INDIAN BANK
Branch address
P.B. No.3171, Sidco Building, GST Road, Guindy, Chennai . Tamilnadu
. 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.

21. **Scope of Supply**

Scope of supply (Bid price to include all cost components) : Supply Installation Testing Commissioning of Goods and Training of operators and providing Statutory Clearances required (if any)

22. **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.

23. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

BUYER ADDED ADDITIONAL TERMS & CONDITIONS (ATC)

1. **Scope of Supply**

The bidder shall supply all goods strictly in accordance with the Technical Specifications and terms of the GeM Bid. The scope shall include supply, packing, forwarding, transportation, loading/unloading, transit ins urance, risk coverage, installation, testing, commissioning, demonstration, training, warranty, documentati on and all standard accessories, fittings and components required for complete and satisfactory operation of the equipment, wherever applicable, without any additional cost.

2. **Brand New Product**

All goods supplied shall be brand new, unused, of the latest/current model and free from manufacturing de fects. Refurbished, repaired, reconditioned or obsolete products shall not be accepted.

3. **Examination of Bid Documents and Submission of Bid**

The bidder shall carefully examine the complete GeM Bid, Buyer Added ATC, Technical Specifications/TIS, Scope of Supply, Qualification Criteria and all other applicable bid documents before submitting the bid. Th e bidder shall ensure that all required technical, commercial and statutory documents are uploaded in the appropriate sections of the GeM portal within the prescribed bid submission deadline. Submission of the bid shall be deemed to indicate that the bidder has understood the requirements of the Bid, subject to the app licable GeM contractual framework and Government procurement provisions. The Purchaser shall not be r esponsible for non-submission caused by failure of the bidder to upload documents correctly or within the prescribed timeline.

4. **Eligibility / Qualification Criteria**

The bidder/OEM shall have supplied and successfully commissioned the same or similar machines/equipme nt, having the same, higher or near-equivalent capacity range, during the last three (3) years to Governme nt Institutions, Government Departments/Bodies, PSUs, Educational Institutions or Research Institutions/ot her organizations. The bidder shall submit relevant Purchase Orders and satisfactory performance/complet

ion certificates as documentary evidence.

The bidder shall satisfy all eligibility criteria specified in the GeM Bid. All statutory registrations, declaratio ns, certificates and other supporting documents required under the Bid shall be duly submitted. The Purch aser reserves the right to verify the authenticity and validity of any document submitted by the bidder at a ny stage of the bidding or contract execution process.

5. **Relaxation for MSEs/Startups**

Relaxation in prescribed prior turnover and prior experience criteria may be considered for eligible Startup s/MSEs, wherever permissible under applicable Government of India/GeM procurement provisions, subject to meeting the required quality, technical specifications and performance requirements. The decision of CI PET shall be in accordance with the applicable provisions.

6. **OEM / Authorized Dealer**

The bidder shall be the OEM or an authorized dealer/distributor and shall submit a valid OEM Authorization Certificate, wherever applicable. The OEM shall provide technical support throughout the warranty period, including free replacement of all defective parts/components. The bidder shall submit an OEM declaration on OEM letterhead, mentioning the GeM Bid No., confirming acceptance of the above warranty support an d free replacement of defective parts/components.

7. **Past Performance**

If the bidder has supplied any equipment/machine to any CIPET Centre during the last five (5) years, the bi dder's past performance, including timely delivery, quality of equipment, installation and after-sales servic e, may be considered during bid evaluation, subject to verification of relevant records and applicable contr actual provisions. Any adverse consideration shall be made only in accordance with applicable procureme nt provisions.

8. **Technical Specification / Compliance Sheet**

The bidder shall submit the duly filled, signed and stamped Technical Specification/Compliance Sheet provi ded in the Buyer Specifications/GeM Bid along with the Technical Bid. The bidder shall provide clear and po int-wise compliance against each technical specification mentioned in the TIS. The compliance shall be sup ported by relevant manufacturer's technical catalogues, brochures, datasheets or other technical literatur e indicating the offered make and model, wherever applicable. Any deviation from the stipulated technical specifications shall be clearly indicated by the bidder. Failure to submit the required compliance sheet or s upporting technical literature may render the bid liable for rejection during technical evaluation, subject to the applicable GeM provisions.

9. **Standards and Certifications**

The offered product shall comply with applicable BIS, IS, ISO, IEC, CE or other applicable standards/certific ations specified in the wherever specified in the Technical Specification or Bid Document. Documentary ev idence shall be furnished wherever specified.

10. **Mandatory Documents for Technical Evaluation**

The following documents, wherever applicable and as specifically required under the GeM Bid, shall be dul y filled, signed and stamped by the bidder and uploaded along with the Technical Bid:

1. GST Registration Certificate of the bidder.
2. Auditor's Certificate confirming turnover for the prescribed financial years.
3. NSIC/MSME/Startup Registration Certificate, wherever applicable.
4. Technical Specification/Compliance Sheet along with relevant OEM technical catalogue/brochure/leaflet clearly indicating the offered make, model and technical specifications.
5. Bid Form – Section VI.
6. OEM Authorization Certificate – Section V, wherever the bidder is not the OEM.
7. Scope of Supply/BOQ/Packing List indicating all components and standard accessories required for comp lete operation of the equipment – Section III.
8. Performance of Previous Supply – Section IX-A.
9. Client Certificate for previous supplies of similar equipment and satisfactory performance – Section IX-B.
10. Deviation Statement – Section X.
11. Declaration regarding procurement restrictions relating to countries sharing a land border with India – Section XI.
12. Declaration regarding compliance with Public Procurement (Preference to Make in India) Policy – Sectio n XII.
13. Integrity Pact – Section XIII.
14. Bid Security Declaration/Undertaking in lieu of EMD – Section XIV, wherever applicable.
15. Self-Declaration regarding non-blacklisting/debarment, non-liquidation, non-bankruptcy and related m

atters – Section XIV-A, wherever applicable.
16. Price Break-up Details – Section XV-A shall be submitted only in the Commercial/Financial Bid and shall not be uploaded in the Technical Bid.

Non-submission of any document specifically required under the GeM Bid may render the bid liable for rejection during technical evaluation, subject to applicable GeM provisions.

11. **Technical Evaluation – Mandatory Compliance**

The bidder shall ensure that all documents required for technical evaluation are submitted in the prescribed format. The Technical Evaluation Committee may evaluate the bid based on the submitted documents, technical compliance, supporting literature and other requirements specified in the Bid. Clarification, wherever sought, shall be dealt with in accordance with the applicable GeM bidding provisions.

The bidder shall submit a duly signed and stamped copy of the Buyer Added Additional Terms & Conditions (ATC) along with the Technical Bid, as a confirmation of acceptance of all the terms and conditions contained therein. The signed ATC shall be submitted along with the other mandatory documents/formats prescribed in the Bid.

12. **Declaration Regarding Blacklisting / Debarment**

The bidder shall submit the prescribed declaration regarding non-blacklisting/non-debarment, non-liquidation, non-bankruptcy and related matters, wherever required under the Bid. Any false declaration or suppression of material information may result in appropriate action in accordance with applicable GeM conditions and Government procurement provisions, after following due process.

Bids received from Bidder(s)/Seller(s) having a matching/common IP address with another Bidder(s)/Seller(s) or with the Buyer shall be outrightly rejected and shall not be considered for further evaluation.

13. **Integrity, Fraud and Corrupt Practices**

The bidder/supplier shall maintain the highest standards of integrity and shall not indulge in corrupt, fraudulent, collusive, coercive, misleading or unethical practices during bidding or contract execution. Submission of false or forged documents/information may result in rejection of the bid, termination of the contract and/or appropriate action including debarment, in accordance with applicable GeM and Government procurement provisions and after following due process.

14. **Bid Security / EMD**

Bid Securing Declaration (BSD) in the prescribed format (SECTION – XIV) shall be furnished by all the bidders in lieu of EMD during the submission of Technical Bid.

15. **Bid Validity**

The bid shall remain valid for the period specified in the GeM Bid document. During the validity period, the bidder shall not withdraw or modify the bid except as permitted under the applicable GeM bidding process.

16. **Clarification Regarding the Tender**

Bidders requiring clarification regarding the Tender Document shall seek clarification through the GeM portal within the period permitted under the GeM bidding process. Bidders are advised to seek clarification sufficiently in advance of the bid submission deadline. For necessary assistance, bidders may contact the Manager (T), CIPET at 044-22254788 / 22254780, Extension 240/242.

17. **Conditional Bids**

Conditional bids or bids containing conditions contrary to the requirements of the Bid Document, except deviations specifically permitted under the Bid, may be liable for rejection.

18. **Country of Origin and Make in India**

The bidder shall declare the Country of Origin of the offered product and comply with applicable Government of India procurement policies, including the Public Procurement (Preference to Make in India) Order, as applicable to the procurement. Where applicable, bidders shall furnish the required declaration regarding local content and eligibility under the Public Procurement (Preference to Make in India) Policy in the prescribed format. The bidder shall be responsible for the correctness of the declaration submitted.

19. **Restriction on Procurement**

The bidder shall comply with all applicable Government of India Orders, Office Memoranda and notifications relating to procurement restrictions, including restrictions applicable to bidders from countries sharing a land border with India, wherever applicable. Necessary declarations shall be furnished along with the bid.

20. **Purchaser's Rights**

The Purchaser reserves the right to accept or reject bids, cancel the bidding process. The purchaser may seek clarification from bidders in accordance with the applicable GeM and Government procurement provisi

ons.

21. **Price Firmness**

The quoted prices shall remain firm and fixed during the entire contract period and no price escalation shal l be permitted.

22. **Taxes and Duties**

The quoted price shall include all applicable costs such as freight, insurance, packing, forwarding, loading, unloading, transit insurance, risk coverage, installation, commissioning, warranty, training and other incide ntal charges. GST and other applicable taxes shall be indicated separately wherever required under the Ge M bidding system.

23. **Packing and Forwarding**

The supplier shall ensure proper packing, marking and labelling of all items to prevent damage during han dling and transportation. All packing, forwarding and incidental charges shall be included in the quoted pri ce. **The supplier shall use the right packing materials that have minimal impact on the environ ment without compromising on safety and security of the product and shall use the methods t o protect the equipment from damage. The packaging shall have eco-mark label as per eco-ma rk certification rule 2023.**

24. **Transportation and Transit Risk**

The supplier shall arrange transportation, loading, unloading and comprehensive transit insurance/risk cov erage for the full value of the equipment up to the consignee's location. The supplier shall maintain compr ehensive insurance coverage for the full value of the equipment until successful delivery, installation, com missioning, testing and acceptance by the Consignee/User Department, wherever applicable. Any loss, da mage, theft or deterioration attributable to the supplier before such acceptance shall be made good by th e supplier at no additional cost to the Purchaser.

25. **Delivery Schedule**

The supplier shall complete delivery within the period specified in the GeM Contract/Purchase Order. Time shall be of the essence of the contract. Delay may attract Liquidated Damages as per the GeM Contract an d applicable provisions.

26. **Inspection**

The Purchaser reserves the right to inspect the goods before dispatch, during delivery or after installation, wherever considered necessary. The supplier shall provide all necessary assistance, records and technical documents required for inspection wherever applicable.

27. **Installation and Commissioning**

Installation, assembly, testing, commissioning and successful operation of the supplied goods shall be carr ied out by qualified personnel of the supplier/OEM without additional cost, wherever applicable.

28. **Demonstration and User Training**

The supplier shall provide operational demonstration and user training to the CIPET staffs. Training shall c over operation, routine maintenance and relevant safety precautions. During the demonstration of the ma chine, the bidder/supplier shall provide the required raw materials and consumables at its own cost for de monstrating the machine's performance.

29. **Acceptance Testing**

Final acceptance shall be subject to successful delivery, installation, commissioning, functional testing and certification by the Consignee/User Department. Acceptance shall be evidenced through issuance of the C onsignee Receipt and Acceptance Certificate (CRAC).

30. **Replacement of Defective / Non-Conforming Items**

Any item found defective, damaged, short-supplied or not conforming to the tender specifications during in spection, installation, acceptance or warranty shall be rectified/replaced by the supplier at no additional c ost within the period specified by the Purchaser.

31. **No Additional Cost**

Except where expressly provided otherwise in the GeM Contract/Bid, the supplier shall not claim any additi onal cost for accessories, installation, commissioning, testing, demonstration, training, packing, forwardin g, transportation or other incidental requirements that are necessary for complete and satisfactory operati on of the equipment and are included within the scope of supply.

32. **Performance of Goods**

The supplied goods shall perform satisfactorily in accordance with the approved specifications and intende d purpose. Any defect affecting the performance of the equipment during the warranty period shall be rect

ified/replaced by the supplier without additional cost, as applicable.

33. **Warranty**

The supplier shall provide comprehensive onsite warranty for the period specified in the GeM Bid/Technical Specification. The warranty shall commence from the date of successful installation, commissioning and acceptance of the equipment. During the warranty period, defects shall be rectified and defective parts/components replaced free of cost, as applicable.

34. **Post-Delivery Technical Support**

The supplier/OEM shall provide necessary technical assistance after supply, including troubleshooting, maintenance guidance, software/firmware updates, wherever applicable, and service support during the warranty period. During the warranty period, the supplier/OEM shall respond to service complaints within 72 hours and restore the equipment to normal working condition within the time specified in the GeM Bid or OEM service commitment, wherever applicable.

35. **Post-Warranty Support and Spare Parts**

The supplier/OEM shall ensure availability of essential spare parts and technical support for a minimum period of seven (5) years after completion of the warranty period. The OEM shall provide technical support after completion of the warranty period. Minor technical support shall be provided free of cost, while other services may be provided on call basis or through AMC, as mutually agreed, after the warranty period.

36. **Manuals and Documentation**

The supplier shall provide printed and/or soft copies of Operation & Maintenance Manuals, Warranty Certificate, Technical Literature, Test Certificates, calibration certificates and other relevant documents, wherever applicable, at the time of installation/commissioning.

37. **Standard Accessories**

The quoted price shall include all standard accessories, fittings, fixtures, mounting hardware, cables, connectors, tools and consumables required for complete installation and satisfactory operation of the equipment.

38. **Shelf Life**

For consumables, chemicals, reagents, batteries or other shelf-life-sensitive goods, the supplied goods shall have the minimum residual shelf life specified in the Bid. Where no specific requirement is provided, the requirement shall be as specified by the applicable product standard/Bid condition.

39. **Product Recall / Safety Notice**

If the OEM issues any product recall, safety alert, field safety corrective action or product improvement notice affecting the supplied goods during the warranty period, the supplier shall promptly inform the Purchaser and carry out necessary corrective action in accordance with the applicable warranty/contractual provisions.

40. **Performance Security**

Performance Security, wherever applicable, shall be furnished by the successful bidder in accordance with the GeM Bid, GTC/STC and applicable Government procurement provisions. The validity and amount shall be as specified in the GeM Contract/Bid.

41. **Payment Terms**

100% payment shall be processed upon certification by the Consignee/User Department confirming successful completion of all contractual obligations, including delivery, installation, commissioning, testing demonstration, training and acceptance of the equipment, wherever applicable. Payment shall be processed by the Centre, subject to statutory deductions, if any, and the applicable GeM payment mechanism.

42. **Liquidated Damages**

If the supplier fails to deliver the goods or complete installation within the stipulated delivery period, Liquidated Damages shall be applicable as per the GeM GTC and applicable tender conditions, without prejudice to other contractual remedies available to the Purchaser.

43. **Force Majeure**

Force Majeure shall be dealt with in accordance with the applicable provisions of the GeM Contract. Neither party shall be liable for delay or failure in performance to the extent attributable to events recognized as Force Majeure under the applicable contractual provisions.

44. **Compliance with Applicable Laws**

The supplier shall comply with all applicable Central Government, State Government and Local Authority la

ws, rules, regulations, notifications, GST provisions, labour laws and other statutory requirements during e xecution of the contract. Any liability arising due to non-compliance attributable to the supplier shall be bo rne by the supplier.

45. **Safety Requirements**

The supplier shall comply with applicable safety requirements during transportation, installation, testing, c ommissioning and maintenance. Any accident or damage attributable to negligence or omission of the sup plier shall be the responsibility of the supplier.

46. **Environmental Compliance**

Where applicable, the supplied goods shall comply with applicable environmental requirements. The suppli er shall remove waste generated during installation/commissioning and dispose of the same in accordance with applicable regulations.

47. **Confidentiality**

The supplier shall maintain confidentiality of all information, documents, drawings, specifications and data received from the Purchaser and shall not disclose the same without prior written permission, except wher e disclosure is required by law.

48. **Data Privacy and Cyber Security**

Where the procurement involves software, digital systems, electronic equipment or data processing, the s upplier shall maintain confidentiality, implement appropriate cyber-security measures and comply with ap plicable Government information security requirements, wherever applicable.

49. **Intellectual Property Rights**

The supplier shall ensure that the goods supplied do not infringe any patent, copyright, trademark, design or other intellectual property rights. Any claim arising from such infringement attributable to the supplier s hall be dealt with in accordance with the applicable contractual provisions.

50. **Indemnity**

The supplier shall be responsible for claims, losses, damages, liabilities or legal proceedings arising from n egligence, breach of contract, infringement of intellectual property rights or violation of statutory provision s attributable to the supplier, subject to the applicable contractual provisions.

51. **Conflict of Interest**

The bidder shall disclose any actual or potential conflict of interest that may affect fair competition or exec ution of the contract. Failure to disclose such conflict may result in appropriate action in accordance with a pplicable procurement provisions.

52. **Assignment and Subcontracting**

The supplier shall not assign, transfer or subcontract the contract, wholly or partly, without prior written ap proval of the Purchaser, except where expressly permitted under the GeM Contract.

53. **Right to Inspect OEM Facility**

Where specifically considered necessary and subject to the applicable GeM contractual provisions, the Pur chaser may inspect the manufacturing facility, quality control process, warehouse or service centre of the OEM/bidder for verification of the offered product/capabilities.

54. **Amendment of Contract**

No amendment, modification or variation of the contract shall be valid unless made in writing and duly app roved in accordance with the applicable GeM contractual provisions and delegated powers of the Compete nt Authority.

55. **Notices and Communications**

All notices, communications, approvals and instructions relating to the contract shall be made through Ge M or any other officially accepted mode of communication specified in the contract.

56. **Termination of Contract**

The contract may be terminated for default, insolvency, fraudulent practices or other breaches in accorda nce with the applicable GeM Contract conditions and law.

57. **Risk Purchase**

In the event of failure of the supplier to fulfil contractual obligations, risk purchase/action may be taken only in accordance with the applicable GeM Contract and Government procurement provisions.

58. **Debarment / Blacklisting**

If the bidder/supplier submits forged documents, furnishes false information, indulges in fraudulent practices or fails to fulfil contractual obligations, appropriate action including debarment/blacklisting may be initiated in accordance with applicable Government of India and GeM provisions after following due process.

59. **Dispute Resolution**

Any dispute arising out of the contract shall be dealt with in accordance with the dispute resolution mechanism prescribed in the GeM Contract and applicable law.

60. **Governing Contract Documents and Order of Precedence**

The contract shall be governed by the GeM Contract, General Terms & Conditions (GTC), applicable Special Terms & Conditions (STC), Bid-specific Additional Terms & Conditions (ATC), Technical Specifications, Purchase Order and other applicable contract documents. The GeM Contract, Bid Document, Technical Specifications/TIS, Buyer Added ATC, applicable STC, Purchase Order, corrigenda and accepted bid shall collectively constitute the contractual documents governing the procurement. In case of any conflict, ambiguity or inconsistency among the contract documents, the matter shall be resolved in accordance with the applicable GeM contractual framework and the order of precedence prescribed therein. Nothing contained in the Buyer Added ATC shall override the mandatory provisions of the GeM GTC/STC or applicable Government procurement rules.

61. **Entire Agreement**

The contractual documents identified in Clause 60 shall collectively constitute the agreement governing the procurement, subject to the applicable GeM framework.

62. **Survival of Contractual Obligations**

Provisions relating to warranty, confidentiality, indemnity, intellectual property rights, dispute resolution, availability of spare parts and other obligations intended to survive completion, expiry or termination shall continue to remain applicable to the extent provided under the contract.

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24. **Buyer Added Bid Specific ATC**

Buyer uploaded ATC document Click here to view the file.

25. **Service & Support**

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

26. **Warranty**

Warranty period of the supplied products shall be 2 years from the date of final acceptance of goods or after completion of installation, commissioning & testing of goods (if included in the scope of supply), at consignee location. OEM Warranty certificates must be submitted by Successful Bidder at the time of delivery of Goods. The seller should guarantee the rectification of goods in case of any break down during the guarantee period. Seller should have well established Installation, Commissioning, Training, Troubleshooting and Maintenance Service group in INDIA for attending the after sales service. Details of Service Centres near consignee destinations are to be uploaded along with the bid.

27. **Warranty**

Over and above the normal Warranty terms as per GeM GTC, the successful bidder / OEM shall have to provide Comprehensive Warranty during the entire Standard warranty period as per contract. : The comprehensive warranty shall be covering the following scope

The supplier shall provide comprehensive onsite warranty for the period specified in the GeM Bid/Technical Specification. The warranty shall commence from the date of successful installation, commissioning and acceptance of the equipment. During the warranty period, defects shall be rectified and defective parts/com

ponents replaced free of cost, as applicable
(Upload an undertaking with the bid confirming compliance by the bidder if Bidder is taking onus of this compliance. In case OEM is taking onus of this compliance, OEM undertaking is to be uploaded along with Bidder undertaking)

28. **Warranty**

    Successful bidder will have to ensure that adequate number of dedicated technical service personals / engineers are designated / deployed for attending to the Service Request in a time bound manner and for ensuring Timely Servicing / rectification of defects during warranty period, as per Service level agreement indicated in the relevant clause of the bid.

29. **Warranty**

    Timely Servicing / rectification of defects during warranty period: After having been notified of the defects / service requirement during warranty period, Seller has to complete the required Service / Rectification within 7 days time limit. If the Seller fails to complete service / rectification with defined time limit, a penalty of 0.5% of Unit Price of the product shall be charged as penalty for each week of delay from the seller. Seller can deposit the penalty with the Buyer directly else the Buyer shall have a right to recover all such penalty amount from the Performance Security (PBG).Cumulative Penalty cannot exceed more than 10% of the total contract value after which the Buyer shall have the right to get the service / rectification done from alternate sources at the risk and cost of the Seller besides forfeiture of PBG. Seller shall be liable to re-imberse the cost of such service / rectification to the Buyer.

30. **Past Project Experience**

    Proof for Past Experience and Project Experience clause: For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.Proof for Past Experience and Project Experience clause: For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.

31. **Past Project Experience**

    The Bidder / OEM {themselves or through reseller(s)}, should have executed project for supply and installation / commissioning of same or similar Category Products during preceding 3 financial years (i.e. current year and three previous financial years) as on opening of bid, as per following criteria:

    (i) Single order of at least 35% of estimated bid value; or
    (ii) Two orders of at least 20% each of estimated bid value; or
    (iii) Three orders of at least 15% each of estimated bid value.
    Satisfactory Performance certificate issued by respective Buyer Organization for the above Orders should be uploaded with bid. In case of bunch bids, the Category related to primary product having highest bid value should meet this criterion

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 (other than EMD and signed Integrity Pact - which can be submitted within 5 days of bid opening) in physical form as a pre-requisite to qualify bidders.
5. Publishing bids on GeM for procurement of works.
6. Procurement of Goods by creating a Service bid on GeM & vice-versa.
7. Seeking sample with bid or approval of samples during bid evaluation process. However, trial / sample, as the case may be, shall be permitted in cases where trial / sample are allowed as per approved and published procurement policy of the Buyers' controlling Ministry / Department / State / Public Sector Enterprises Headquarters. If there is any violation of trial / sample clause with regard to approved policy of the Buyers' Ministry / Department / State / Public Sector Enterprises Headquarters, then this is to be determined and redressed by the concerned Buyer Organisation only.
8. Seeking experience from specific organization / department / institute only or from foreign / export experience.
9. Creating bid for items from incorrect categories.
10. Reference of conditions published on any external site or reference to external documents/clauses.
11. Asking for any Tender fee / Bid Participation fee, as the case may be.
12. Buyer added ATC Clauses which are in contravention of clauses defined in bid detail section, including specifications, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by the applicable GeM GTC.
13. Any ATC clause in contravention with GeM GTC Clause 4 (xiii) (h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
14. In a category based bid, adding additional items, through buyer added, additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogues or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

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

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

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

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

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

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

This Bid is governed by the General Terms and Conditions, conditions stipulated in Bid and Service Level Agreement specific to the Service, as the case may be, as provided in the Marketplace.

However, in case of Service, if any condition specified in General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement specific to said Service, then it will over-ride the conditions in the General Terms and Conditions.

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

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो।बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।/In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---धन्यवाद/Thank You---