बिड संख्या/Bid Number: GEM/2026/B/8209842

दिनांक /Dated: 29-10-2026

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	12-11-2026 11:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	13-11-2026 11:00:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	30 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Steel
विभाग का नाम/Department Name	Steel Authority Of India Limited
संगठन का नाम/Organisation Name	Rourkela Steel Plant
कार्यालय का नाम/Office Name	Materials Management Purchase
शिकायत निवारण के संपर्क विवरण/ Contact details of Grievance redressal	HOD Email id :hod1.sail.rourkela@gembuyer.in Buyer Email id: deepak.behera1@mjunction.in
कुल मात्रा/Total Quantity	12
वस्तु श्रेणी /Item Category	Item 1: DILUENT REAGENT(20LITERS EACH) , Item 2: CONCENTRATE CLEANSER(2X50ML EACH)
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	CONCENTRATE CLEANSER(2X50ML EACH) PACK SIZE IS 2X50ML PER PACK.
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Polyurethane Full Gloss Enamel (two Pack) as per IS 13213, Nitrile Coated/Nitrile Hand Gloves (V2), Gravel for use as filter pack conforming to IS 4097, FOAM CONCENTRATE FOR PRODUCING MECHANICAL FOAM FOR FIRE FIGHTING (V2) Conforming to IS 4989, Plain Weave Cotton Fabrics - Leopard Packing Cloth as per IS 181, Single Use Sterile Rubber Surgical Gloves Conforming to IS 13422, Light Weight Jute Sacking Bags for Packing 50 kg Mustard Seed Niger Seed and Ragi as per IS 18161, Sheeting, Tickings and Bedsheets (V2) as per IS 175, (HDPE) / (PP) Woven Sacks for Packaging 10 kg, 15 kg, 20 kg, 25 kg and 30 kg Foodgrains ISI marked to IS 16208, Towel Hand Cotton Turkish (IAF)
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	• Chlorpyriphos 2% Emulsifiable Concentrate (EC)
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

बिड विवरण/Bid Details	
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Certificate (Requested in ATC),OEM Authorization Certificate,Additional Doc 1 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	No
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	1
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	No
बिड का प्रकार/Type of Bid	Two Packet Bid
प्राथमिक उत्पाद श्रेणी/Primary product category	Item 1: DILUENT REAGENT(20LITERS EACH)
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
Payment Timelines	Payments shall be made to the Seller within **30** days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC)
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

आवश्यकता/Required	No

ईपीबीजी विवरण /ePBG Detail

आवश्यकता/Required	No

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

एमआईआई खरीद वरीयता/MII Purchase Preference

एमआईआई खरीद वरीयता/MII Purchase Preference	No

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

ट्रेड्स भुगतान संबंधी विवरण/TReDS Payment Details

This Bid provides for Trade Receivables Discounting System (TReDS) as Preferred mode of payment. For MSME sellers, payments may be processed through a TReDS exchange in which the Buyer is registered, subject to applicable policy and regulatory guidelines. Accordingly, sellers intending to avail payment through TReDS are required to be registered with at least one TReDS exchange in which the buyer is registered.

1. **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.

Item 1: DILUENT REAGENT(20LITERS EACH) (10 pieces)

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	डिलीवरी अनुसूची /Delivery Schedule अनुबंध prarambh होने की तारीख से दिनों की संख्या में /(In number of days from contract start days)
1	Pramoda Baral	769005,Ispat General Hospital, Sector 19, Rourkela	मात्रा /Quantity: 5 — प्रारंभ होने की तारीख से डिलीवरी /Delivery to start after: 1 — डिलीवरी _____तक पूरी कर ली जाए /Delivery to be completed by: 60 मात्रा /Quantity: 5 — प्रारंभ होने की तारीख से डिलीवरी /Delivery to start after: 120 — डिलीवरी _____तक पूरी कर ली जाए /Delivery to be completed by: 180

Item 2: CONCENTRATE CLEANSER(2X50ML EACH) (2 pieces)

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	डिलीवरी अनुसूची /Delivery Schedule अनुबंध prarambh होने की तारीख से दिनों की संख्या में /(In number of days from contract start days)

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	डिलीवरी अनुसूची /Delivery Schedule अनुबंध prarambh होने की तारीख से दिनों की संख्या में /(In number of days from contract start days)		
1	Pramoda Baral	769005,Ispat General Hospital, Sector 19, Rourkela	मात्रा /Quantity	प्रारंभ होने की तारीख से डिलीवरी /Delivery to start after	डिलीवरी _____तक पूरी कर ली जाए /Delivery to be completed by
			1	1	60
			1	120	180

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**

   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 %.

3. **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.

4. **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.

5. **Generic**

The seller is required to print logo as per buyer's requirement.

6. **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.

7. **Scope of Supply**

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

8. **Certificates**

   Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

9. **Buyer Added Bid Specific ATC**

   Buyer Added text based ATC clauses

ELIGIBILITY CRITERIA

1. THIS IS A PROPRIETARY BUYING CASE FROM OEM, M/s TULIP DIAGNOSTICS (P) LTD

2. ONLY THE OEM, THE OES TO WHOM ENQUIRY HAS BEEN ISSUED, OR THEIR AUTHORIZED DEALERS/CHANNEL PARTNERS ARE ELIGIBLE TO PARTICIPATE IN THIS TENDER.

3. BIDDERS OTHER THAN THE OEM OR THE OES TO WHOM ENQUIRY HAS BEEN ISSUED SHALL SUBMIT VALID BID-SPECIFIC AUTHORIZATION FROM THE RESPECTIVE OEM/OES.

4. OFFERS RECEIVED FROM ANY OTHER FIRM SHALL BE TREATED AS UNSOLICITED AND ARE LIABLE FOR REJECTION.

SPECIAL TERMS & CONDITIONS

A) SHELF LIFE: THE LEFT OVER SHELF LIFE OF THE ITEM/ITEMS AT THE TIME OF RECEIPT SHOULD BE AT LEAST 80% OR
MORE.
B) THE TENDERER MUST ACCEPT TENDERED SPECIFICATION. OFFERS NOT CONFORMING TO TENDERED SPECIFICATION
SHALL BE SUMMARILY REJECTED.
C)THE MATERIAL AT THE TIME OF SUPPLY SHOULD CONTAIN THE FOLLOWING DOCUMENTS:-
i)GUARANTY CERTIFICATE.
ii)THE TAX INVOICE CONTAINING THE DETAILS OF THE SUPPLIED MATERIAL SUCH AS BATCH NO,MANUFACTURING DATE AND EXPIRY DATE.
D) HOD BIOCHEMISTRY OR THEIR REPRESENTATIVE WILL INSPECT THE MATERIAL.

INSPECTION TERM

THE TENDERER MUST SUPPLY ACCORDING TO THE TENDERED SPECIFICATION. MATERIALS NOT CONFORMING TO THE
TENDERED SPECIFICATIONS SHALL BE SUMMARILY REJECTED AT THE TIME OF INSPECTION.

GUARANTEE CLAUSE

A) THE SUPPLIER MUST REPLACE THE MATERIAL WHICH DOES NOT CONFORM TO ORDERED SPECIFICATION OR IT IS FOUND TO BE OF SUBSTANDARD QUALITY OR HAVING ANY MANUFACTURING DEFECT, WITHIN THE EXPIRY DATE. MATERIAL IS TO BE REPLACED FREE OF CHARGE ON F.O.R IGH-MM-STORES SHALL BE BORNE BY SUPPLIER.
B) GURANTEE CERTIFICATE IS TO BE FURNISHED ALONG WITH THE MATERIAL SUPPLIED TO THE PLANT.

PRICE VARIATION CLAUSE

PRICE SHOULD REMAIN FIRM DURING THE CURRENCY OF THE CONTRACT.

DELIVERY REQUIREMENT

AS PER THE REQUIREMENT FROM USER SECTION.

PACKAGING CLAUSE

A) 'IGH /SAIL HOSPITAL USE ONLY/HOSPITAL SUPPLY NOT FOR SALE/GOVT.SUPPLY NOT FOR SALE'/ ESI HOSPITAL SUPPLY TO BE EMBOSSED/MARKED OR STAMPED ON EACH STRIPS/AMPS/BOTTLES/O N PACKING.
B) TABLET/ CAPSULES/INJECTIONS ETC. IN STRIPS/PACKET AND PACKED IN BOXES, WHICH SHOUL D BE PROPERLY SEALED OR TAPED.
C) THE SUPPLIER IS ALSO RESPONSIBLE FOR SUITABLE PRESERVATION SUCH AS MAINTAINING COLD CHAIN TO AVOID
DETERIORATION DURING TRANSIT OR AS THE CASE MAY BE.

ELIGIBILITY CRITERIA

1. THIS IS A PROPRIETARY BUYING CASE FROM OEM, M/s TULIP DIAGNOSTICS (P) LTD

2. ONLY THE OEM, THE OES TO WHOM ENQUIRY HAS BEEN ISSUED, OR THEIR AUTHORIZED DEALERS/CHA NNEL PARTNERS ARE ELIGIBLE TO PARTICIPATE IN THIS TENDER.

3. BIDDERS OTHER THAN THE OEM OR THE OES TO WHOM ENQUIRY HAS BEEN ISSUED SHALL SUBMIT VAL ID BID-SPECIFIC AUTHORIZATION FROM THE RESPECTIVE OEM/OES.

4. OFFERS RECEIVED FROM ANY OTHER FIRM SHALL BE TREATED AS UNSOLICITED AND ARE LIABLE FOR R EJECTION.

PLACE OF INSPECTION

AT RSP,IGH MM RECEIPT STORE.

INSPECTION AGENCY

HOD BIOCHEMISTRY OR THEIR REPRESENTATIVES.

IMPORTANT NOTE: -

BIDDERS ARE REQUESTED TO AVOID SUBMISSION OF UNNECESSARY DOCUMENT AGAINST THE BID.

1. BIDDER TO SUBMIT A “SELF DECLARATION CERTIFICATE” MENTIONING THAT ALL TERMS AND CONDITIO NS OF THE GEM BID

ARE ACCEPTABLE. BIDDER IS NOT REQUIRED TO UPLOAD THE SIGNED COPY OF THE BID/RFQ AGAIN.

2. ONLY RELEVANT DOCUMENT(S) TO BE UPLOADED FOR TECHNICAL AND COMMERCIAL SCRUITINY.

3. SUBMISSION OF ADDITIONAL DOCUMENTS BEYOND THE REQUIREMENT SHALL NOT BE TAKEN CONGNIZ ANCE OF

Standard Terms:

NOTE: Bidders are requested to quote the prices (inclusive of GST AND other TAXES) for all item (s) of the b id SAIL-RSP is entitled to claim 100% credit of input tax paid on the supply of the bid item (as applicable).

'Bidders must note that in case of submission of offer, it will be assumed that you have accepted and will a bide by the following clause: - “This is to undertake that while participating in this tender or the execution of the contract thereafter, we shall not give or take, any financial or non-financial bribe, to and from anyon e and if we notice any such happening, we shall report it to SAIL vigilance.”'

ATC (ADDITIONAL TERMS & CONDITIONS) FOR GEM BID

Kindly provide the attached-on bidder’s letter head with authorized signature

(1) COMMERCIAL CHECKLIST – ANNEXURE 1

(2) FORMAT FOR UNDERTAKING - ANNEXURE 2

The tax invoice (s) should mandatorily contain the GSTIN of the consignee and RSP backup PO No. for refer ence.

(1) Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only. (RSP GSTIN No:21

AAACS7062F2ZP)

(2) Any technical queries/ clarification, is to be routed through the pre-bid representation functionality avai lable against the respective bid.

(3) No technical deviation is acceptable. The firms should submit proper data sheet of the item offered aga inst this bid.

(4) Bidders are not required to upload signed copy of the Bid again. Only relevant document(s) are to be u ploaded for technical and commercial scrutiny. Submission of additional documents beyond the requireme nt, shall not be taken cognizance of.

(5) The firms participating against this bid shall be deemed to accept Bid security declaration.

(6) The firms participating against this bid shall be deemed to accept non-collusive tendering declaration.

(7) The firms participating against this bid shall be deemed to accept all terms & conditions of the bid.

(8) The Local Content Confirmation should be from OEM.

(9) The prices quoted should be FOR Rourkela Steel Plant stores/User site basis unless specified differently in the bid.

(10) RPN clause: Subject to the terms and conditions of the GeM contract, if the Supplier neglects or fails to perform the contract by the time or times agreed upon, for any reason other than Force Majeure, the PURCHASER after having come to know of such negligence or non-performance, after giving 14 to 30 days' notice to the SELLER to rectify or such any extended period that the SELLER and PURCHASER may mutuall y agree, shall take such action as it considers fit including but not limited to taking risk purchase action for supply of similar materials, mitigating any losses, at the risk and cost of the Supplier as far as the undeliver ed quantity in that Delivery Period is concerned. The Right of the Purchaser for Risk Purchase Action is in a ddition to the Right of Purchaser to terminate the Contract due to the fault of the Supplier.

The price differential in case of higher cost to RSP SAIL, if any, shall have to be borne by the defaulting su pplier. RSP reserves the right to recover the price differential from pending bills of the supplier in other SAI L units. Moreover, the defaulting supplier shall have no claim over the quantity, which they failed to suppl y.

(11) RSP shall be placing Back-Up order against GeM contracts on Successful Bidder(s). The concerned bid der has to mention the Back-up order number in the invoices for proper accounting of material upon receip t in RSP.

(12) Hard Copy of the Invoice signed and with Seal (or Digitally Signed Invoice), has to be sent to Manager (F&A), Store Bills, Administration Building, Rourkela Steel Plant, Rourkela, Odisha 769011.This will help us in ensuring timely payments.

(13) SAIL-RSP is entitled to claim credit of input tax paid on the supply of the bid item (as applicable).

(14) In case any of the above GTC, STC & ATC terms are not acceptable to the bidder, the bidder may kindl y refrain from participating in the bid.

(15) Any attachment in the bids, which are at variance from the above terms & other terms & conditions of this bid shall be ignored and the firm shall be evaluated on based the terms of this bid only.

NOTE: Bidders are requested to quote the prices (inclusive of GST) for all item (s) of the bid SA IL-RSP is entitled

to claim 100% credit of input tax paid on the supply of the bid item (as applicable)

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10. **Buyer Added Bid Specific ATC**

Buyer uploaded ATC document Click here to view the file.

अस्वीकरण/Disclaimer

The Additional Terms and Conditions (ATC) have been incorporated by the Buyer after approval of their Competent Authority. The Buyer ,is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any restriction arising in the bidding process due to these ATCs and including the modification of technical specifications and / or terms and conditions governing the bid.All representations / grievances pertaining to the ATC clauses shall be raised with the buyer organization directly and not with GeM.If any of the clause(s) is/are incorporated by the Buyer regarding the following, the bid & resultant contract shall be treated as null & void. Further, GeM reserves the right, at its sole discretion, to cancel the bid forthwith, without issuance of any prior notice or intimation :-

1. Publishing Custom / BOQ bids for items for which regular GeM categories are available (unless such Custom / BOQ item is bunched with the major regular product Category Item).
2. Mandating procurement of / from specific Brand / Make / Model / Manufacturer / Dealer except in case of Single Bid / Proprietary Article Certificate (PAC) Buying.
3. Inclusion of disqualification criteria related to suspension of seller / service provider, where such suspension period has already expired.
4. Mandating submission of documents (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---