

**बिड दस्तावेज़ / Bid Document**

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	11-05-2026 21:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	11-05-2026 21:30:00
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	Gujarat State Civil Supplies Corporation Limited
संगठन का नाम/Organisation Name	N/a
कार्यालय का नाम/Office Name	Gandhinagar.
कुल मात्रा/Total Quantity	5794476
वस्तु श्रेणी /Item Category	Bengal Gram / Whole Gram (Chana or Chickpea) or Kabuli Chana or Chhole (V2) (Q4)
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	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) *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 दस्तावेजों 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	2

बिड विवरण/Bid Details	
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / <b>Number of days for which Bid would be auto-extended</b>	3
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / <b>Number of Auto Extension count</b>	2
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
अनुमानित बिड मूल्य / Estimated Bid Value	388403727
मूल्यांकन पद्धति/Evaluation Method	Item wise consignee wise evaluation
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

#### ईएमडी विवरण/EMD Detail

एडवाइजरी बैंक/Advisory Bank	ICICI
Schedule 1 ईएमडी राशि/EMD Amount (In INR)	1079877
Schedule 2 ईएमडी राशि/EMD Amount (In INR)	1159123
Schedule 3 ईएमडी राशि/EMD Amount (In INR)	930242
Schedule 4 ईएमडी राशि/EMD Amount (In INR)	1404871
Schedule 5 ईएमडी राशि/EMD Amount (In INR)	1039241
Schedule 6 ईएमडी राशि/EMD Amount (In INR)	666637
Schedule 7 ईएमडी राशि/EMD Amount (In INR)	1250024
Schedule 8 ईएमडी राशि/EMD Amount (In INR)	583073
Schedule 9 ईएमडी राशि/EMD Amount (In INR)	671295
Schedule 10 ईएमडी राशि/EMD Amount (In INR)	1189697
Schedule 11 ईएमडी राशि/EMD Amount (In INR)	985767

Schedule 12 ईएमडी राशि/EMD Amount (In INR)

692264

**ईपीबीजी विवरण /ePBG Detail**

एडवाइजरी बैंक/Advisory Bank	ICICI
ईपीबीजी प्रतिशत (%) /ePBG Percentage(%)	5.00
ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).	6

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित कैटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने है। एमएसई कैटेगरी 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). The EMD Amount will be applicable for each schedule/group selected during Bid creation.

(c). ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए। / EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

**लाभार्थी /Beneficiary :**

MANAGER  
Gandhinagar., Gujarat State Civil Supplies Corporation Limited,  
(Gscscl Gandhinagar)

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

**एमएसई खरीद वरीयता/MSE Purchase Preference**

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

एमआईआई खरीद वरीयता/MII Purchase Preference	No
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1. 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.

2. 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:

- 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

**मूल्यांकन विधि(मदवार मूल्यांकन विधि) / Evaluation Method ( Item Wise Consignee Wise Evaluation Method )**

Contract will be awarded schedulewise and the determination of L1 will be done separately for each schedule. The details of item-consignee combination covered under each schedule are as under:

मूल्यांकन अनुसूचियां / Evaluation Schedules	अनुमानित मूल्य / Estimated Value	वस्तु/श्रेणी / Item/Category	Consignee Address	मात्रा / Quantity
Schedule 1	35995914	Bengal Gram / Whole Gram (chana Or Chickpea) Or Kabuli Chana Or Chhole (v2)	BANASKANTHA, VAV THARAD , PATAN & Any other Godown, District as per suggested by GSCSCL Head office	537 012
Schedule 2	38637433	Bengal Gram / Whole Gram (chana Or Chickpea) Or Kabuli Chana Or Chhole (v2)	PANCHMAHAL, MAHISAGAR, DAHOD & Any other Godown, District as per suggested by GSCSCL Head office	576 420
Schedule 3	31008078	Bengal Gram / Whole Gram (chana Or Chickpea) Or Kabuli Chana Or Chhole (v2)	SABARKANTHA, ARVALLI, MEHSANA & Any other Godown, District as per suggested by GSCSCL Head office	462 600
Schedule 4	46829035	Bengal Gram / Whole Gram (chana Or Chickpea) Or Kabuli Chana Or Chhole (v2)	AHMEDABAD CITY, AHMEDABAD DIST. GANDHINAGAR & Any other Godown, District as per suggested by GSCSCL Head office	698 628
Schedule 5	34641372	Bengal Gram / Whole Gram (chana Or Chickpea) Or Kabuli Chana Or Chhole (v2)	ANAND, KHEDA & Any other Godown, District as per suggested by GSCSCL Head office	516 804
Schedule 6	22221249	Bengal Gram / Whole Gram (chana Or Chickpea) Or Kabuli Chana Or Chhole (v2)	VADODARA, CHHOTA-UDEPUR & Any other Godown, District as per suggested by GSCSCL Head office	331 512
Schedule 7	41667457	Bengal Gram / Whole Gram (chana Or Chickpea) Or Kabuli Chana Or Chhole (v2)	SURAT, TAPI, NARMADA, BHARUCH & Any other Godown, District as per suggested by GSCSCL Head office	621 624
Schedule 8	19435751	Bengal Gram / Whole Gram (chana Or Chickpea) Or Kabuli Chana Or Chhole (v2)	VALSAD, DANG, NAVSARI & Any other Godown, District as per suggested by GSCSCL Head office	289 956
Schedule 9	22376491	Bengal Gram / Whole Gram (chana Or Chickpea) Or Kabuli Chana Or Chhole (v2)	JUNAGADH, GIR-SOMNATH, PORBANDAR & Any other Godown, District as per suggested by GSCSCL Head office	333 828
Schedule 10	39656557	Bengal Gram / Whole Gram (chana Or Chickpea) Or Kabuli Chana Or Chhole (v2)	RAJKOT, MORBI, JAMANAGAR, DWARKA & Any other Godown, District as per suggested by GSCSCL Head office	591 624
Schedule 11	32858910	Bengal Gram / Whole Gram (chana Or Chickpea) Or Kabuli Chana Or Chhole (v2)	BHAVNAGAR, BOTAD, AMRELI & Any other Godown, District as per suggested by GSCSCL Head office	490 212
Schedule 12	23075480	Bengal Gram / Whole Gram (chana Or Chickpea) Or Kabuli Chana Or Chhole (v2)	KUTCH, SURENDRANAGAR & Any other Godown, District as per suggested by GSCSCL Head office	344 256

**Bengal Gram / Whole Gram (Chana Or Chickpea) Or Kabuli Chana Or Chhole (V2) ( 5794476 packet )****तकनीकी विशिष्टियाँ /Technical Specifications**

[\\* जेम कैटेगरी विशिष्टि के अनुसार / As per GeM Category Specification](#)

विवरण/Specification	विशिष्टि का नाम /Specification Name	बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values)
General	<b>Type</b>	Sabut Chana or Whole Gram (Desi Chana)
Governing Standards and Certifications	<b>Compliance to FSSAI Standards &amp; Availability of valid FSSAI License</b>	Yes
	<b>Compliance to Good Manufacturing Practice as per FSSAI</b>	Yes
	<b>Compliance to Hygienic and Sanitary Requirements as per FSSAI Regulations</b>	Yes
Packing and Marking	<b>Packing Size</b>	1 kg

**Additional Specification Parameters - Bengal Gram / Whole Gram (Chana Or Chickpea) Or Kabuli Chana Or Chhole (V2) ( 5794476 packet )**

Specification Parameter Name	Bid Requirement (Allowed Values)
Specification	AS PER ATC

\* Bidders offering must also comply with the additional specification parameters mentioned above.

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

क्र.सं./S.N o.	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)
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क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	डिलीवरी अनुसूची /Delivery Schedule अनुबंध प्रारम्भ होने की तारीख से दिनों की संख्या में /In number of days from contract start days)		
1	BANASKANTHA, VAV THARAD, PATAN	,BANASKANTHA, VAV THARAD , PATAN & Any other Godown, District as per suggested by GSCSCL Head office	मात्रा /Quantity	प्रारंभ होने की तारीख से डिलीवरी /Delivery to start after	डिलीवरी _____तक पूरी कर ली जाए /Delivery to be completed by
			268506	0	40
			268506	1	80
2	PANCHMAHAL, MAHISAGAR, DAHOD	,PANCHMAHAL, MAHISAGAR, DAHOD & Any other Godown, District as per suggested by GSCSCL Head office	मात्रा /Quantity	प्रारंभ होने की तारीख से डिलीवरी /Delivery to start after	डिलीवरी _____तक पूरी कर ली जाए /Delivery to be completed by
			288210	0	40
			288210	1	80
3	SABARKANTHA, ARVALLI, MEHSANA	,SABARKANTHA, ARVALLI, MEHSANA & Any other Godown, District as per suggested by GSCSCL Head office	मात्रा /Quantity	प्रारंभ होने की तारीख से डिलीवरी /Delivery to start after	डिलीवरी _____तक पूरी कर ली जाए /Delivery to be completed by
			231300	0	40
			231300	1	80

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	डिलीवरी अनुसूची /Delivery Schedule अनुबंध प्रारम्भ होने की तारीख से दिनों की संख्या में /(In number of days from contract start days)		
4	AHMEDABAD CITY, AHMEDABAD DIST. GANDHINAGAR	,AHMEDABAD CITY, AHMEDABAD DIST. GANDHINAGAR & Any other Godown, District as per suggested by GSCSCL Head office	मात्रा /Quantity	प्रारंभ होने की तारीख से डिलीवरी /Delivery to start after	डिलीवरी ____तक पूरी कर ली जाए /Delivery to be completed by
			349314	0	40
			349314	1	80
5	ANAND, KHEDA	,ANAND, KHEDA & Any other Godown, District as per suggested by GSCSCL Head office	मात्रा /Quantity	प्रारंभ होने की तारीख से डिलीवरी /Delivery to start after	डिलीवरी ____तक पूरी कर ली जाए /Delivery to be completed by
			258402	0	40
			258402	1	80
6	VADODARA, CHHOTA-UDEPUR	,VADODARA, CHHOTA-UDEPUR & Any other Godown, District as per suggested by GSCSCL Head office	मात्रा /Quantity	प्रारंभ होने की तारीख से डिलीवरी /Delivery to start after	डिलीवरी ____तक पूरी कर ली जाए /Delivery to be completed by
			165756	0	40
			165756	1	80

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	डिलीवरी अनुसूची /Delivery Schedule अनुबंध प्रारम्भ होने की तारीख से दिनों की संख्या में /(In number of days from contract start days)		
7	SURAT, TAPI, NARMADA, BHARUCH	,SURAT, TAPI, NARMADA, BHARUCH & Any other Godown, District as per suggested by GSCSCL Head office	मात्रा /Quantity	प्रारंभ होने की तारीख से डिलीवरी /Delivery to start after	डिलीवरी ____तक पूरी कर ली जाए /Delivery to be completed by
			310812	0	40
			310812	1	80
8	VALSAD, DANG, NAVSARI	,VALSAD, DANG, NAVSARI & Any other Godown, District as per suggested by GSCSCL Head office	मात्रा /Quantity	प्रारंभ होने की तारीख से डिलीवरी /Delivery to start after	डिलीवरी ____तक पूरी कर ली जाए /Delivery to be completed by
			144978	0	40
			144978	1	80
9	JUNAGADH, GIR- SOMNATH, PORBANDAR	,JUNAGADH, GIR-SOMNATH, PORBANDAR & Any other Godown, District as per suggested by GSCSCL Head office	मात्रा /Quantity	प्रारंभ होने की तारीख से डिलीवरी /Delivery to start after	डिलीवरी ____तक पूरी कर ली जाए /Delivery to be completed by
			166914	0	40
			166914	1	80

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	डिलीवरी अनुसूची /Delivery Schedule अनुबंध प्रारम्भ होने की तारीख से दिनों की संख्या में /In number of days from contract start days)		
10	RAJKOT, MORBI, JAMANAGAR, DWARKA	,RAJKOT, MORBI, JAMANAGAR, DWARKA & Any other Godown, District as per suggested by GSCSCL Head office	मात्रा /Quantity	प्रारंभ होने की तारीख से डिलीवरी /Delivery to start after	डिलीवरी _____तक पूरी कर ली जाए /Delivery to be completed by
			295812	0	40
			295812	1	80
11	BHAVNAGAR, BOTAD, AMRELI	,BHAVNAGAR, BOTAD, AMRELI & Any other Godown, District as per suggested by GSCSCL Head office	मात्रा /Quantity	प्रारंभ होने की तारीख से डिलीवरी /Delivery to start after	डिलीवरी _____तक पूरी कर ली जाए /Delivery to be completed by
			245106	0	40
			245106	1	80
12	KUTCH, SURENDRANAGAR	,KUTCH, SURENDRANAGAR & Any other Godown, District as per suggested by GSCSCL Head office	मात्रा /Quantity	प्रारंभ होने की तारीख से डिलीवरी /Delivery to start after	डिलीवरी _____तक पूरी कर ली जाए /Delivery to be completed by
			172128	0	40
			172128	1	80

**Special terms and conditions-Version:1 effective from 26-03-2026 for category Bengal Gram / Whole Gram (Chana or Chickpea) or Kabuli Chana or Chhole (V2)**

1. Buyer should verify the validity of FSSAI license of Original Product producer/OEM/Retail supplier at the time of supply.
2. Buyer should also verify the expiry of the product and ensure that it is well within the residual shelf life period mentioned in the product specification.

**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. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

# ADDITIONAL TERMS AND CONDITION OF Gujarat State Civil Supply Corporation Limited FOR SUPPLY OF ICDS CHANA WHOLE (Sortex Quality) (Oct-2025 to March-2026 - 5794.476 MT)

The Tender document will be available and downloadable on following websites:

- a) <https://gem.gov.in>
- b) <https://gscscl.gujarat.gov.in> (corporation website: only for Information purpose).

### INVITATION FOR BIDS:

- The Gujarat State Civil Supply Corporation Limited (GSCSCL), A Government of Gujarat Undertaking, Sector-10/A, Near New Sachivalaya, 'CH' Road, Gandhinagar 382010 invites bids (Cluster-wise) from interested millers/wholesalers/retailers/traders/any other legal entity or entities registered under the Act or Statute, whichever is applicable to such entities for supply of **Chana whole as per GSCSCL'S Specification for ICDS , through GeM Portal on reverse e-auction basis.**

## 1. ELIGIBILITY CRITERIA FOR SUPPLIERS :-

- 1.1 Bidders shall have to submit the following documents (Refer Form I):
  - a. If the bidder is a Proprietor, then a **copy of the Registration Certificate or any other proof** of business.
  - b. If the bidder is a **Partnership Firm**, then a **copy of the Partnership Deed and any other proof** of business.
  - c. If the bidder is a **Co-Operative Society**, then a Copy of the Registration Certificate.
  - d. If the bidder is a **company**, then a **copy of the Memorandum of Association , Article of Association and Certificate of incorporation.**
  - e. If the bidder is a Limited Liability Partnership, then a copy of the Certificate of Incorporation and LLP Agreement.
  - f. Copy of PAN CARD
  - g. Copy of certificate of Registration under Goods and Service Tax Department (GST).
  - h. Copy of License **issued by FSSAI** in the category of pulses or related Product. **(Refer Form- IV) . Offer place will be location which is mentioned in FSSAI license of the bidder.**
  - i. A Notarized self-declaration on a Rs.300/- non-judicial stamp paper, stating that th

e Bidder has wide experience in this field and has a good reputation in the market and has not been debarred or blacklisted by the State Government or Central Government, or any Governmental authority or any Board, Corporation or other local authority. **(Refer Form No. V)**

**Note:** - Bidder(s) must submit due authorisation letter in favour of the person signing the forms and documents on behalf of the Bidder(s).

**1.2** Bidder(s) must have minimum average annual **Turnover** during the last three Financial Years i.e. **2022-23, 2023-24 and 2024-25, (Cluster -wise) (As per new Procurement Policy) as indicated hereunder (Refer Form- II):**

Sr. No.	Cluster No	Average Turnover of the last three FY	Supporting Documents
1.	C-1	7.20 cr	<b>Bidder(s) must submit a copy of audited Balance Sheet and Profit &amp; Loss Accounts for the Financial Year 2022-23 , 2023-24 , 2024-25 AND duly certified by Chartered Accountant (with U DIN).</b>
2.	C-2	7.73 cr	
3.	C-3	6.20 cr	
4.	C-4	9.37 cr	
5.	C-5	6.93 cr	
6.	C-6	4.44 cr	
7.	C-7	8.33 cr	
8.	C-8	3.89 cr	
9.	C-9	4.48 cr	
10.	C-10	7.93 cr	
11.	C-11	6.53 cr	
12.	C-12	4.62 cr	
	C-1 to C-12	77.68 cr	

**1.3 Past Performance:** Bidder(s) must have supplied same or similar category products for or 60% of bid quantity in the manner indicated hereunder (cluster-wise) in atleast one of the last Three years (Year 2023-24, 2024-25 and 2025-26), **before the last date of submission of Tender** to any Central/State Govt. Organization/PSU/Public Listed Company/ Private Company/ Any State Local Body/ Any Private Entity: **(Form III)**

Sr. No.	Cluster No.	60% of bid quantity	Supporting Documents

1.	C-1	323 Mt	Copy of Work Completion Certificate from Buyer must be submitted.  In case of production of an Experience Certificate/ Past Performance Certificate of any Private Company/ Private entity, Bidder(s) must submit such certificate (Containing the details of the quantity supplied, year of supply and Details of payment) certified by Chartered Accountant with U DIN.
2.	C-2	346 mt	
3.	C-3	278 mt	
4.	C-4	420 mt	
5.	C-5	311 mt	
6.	C-6	199 mt	
7.	C-7	373 mjt	
8.	C-8	174 mt	-
9.	C-9	201 mt	-
10.	C-10	355 mt	-
11.	C-11	295 mt	-
12.	C-12	207 mt	-
	C-1 to C-12	3477 mt	-

**NOTE:**

**If a bidder applies for more than one cluster, their work completion certificate must show experience equal to the total quantity of all those clusters combined.**

**For example:**

**Suppose a bidder wants to participate in 2 clusters.**

**Cluster A has 10,000 MT and Cluster B has 8,000 MT.**

**Together, the total is 18,000 MT.**

**The bidder must show experience of at least 60% of 18,000 MT = 10,800 MT.**

**So, the bidder's certificates should prove they have completed that much work in the p**

ast.

## 2. PRICE:

2.1 Bidder will have to fill-up the rates in **unit in KG only**. (Inclusive of all The Taxes)

2.2 The rates offered must include all Government duties and taxes, expenses like transportation, transits loss, insurance, packing articles (bags etc.) and packing charges etc. **to deliver the goods at Ex-GSCSC Taluka Godown centers (Annexure-4)**.

2.3 Bidder(s) will have to quote the rates as per:

- a) The delivery schedule given by the GSCSCL taluka locations in Gujarat
- b) The quality specifications prescribed by the GSCSC for the commodities.
- c) The prescribed packing material and packing weight, etc.

## 3. PURCHASE QUANTITY:

GSCSCL reserves the right to increase or decrease the quantity to be ordered up to 25 % of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly. **(As Per Current GeM Policy)**

## 4. CONTRACT PERIOD:

Validity of contract will be for the period of 06 (Six) months from the date of work order/contract or full and final payment whichever is later.

## 5. VALIDITY OF BID:

The bids of all bidders, who have participated in the present tender, will remain valid for a period of **180 (one hundred Eighty) days starting from next day of the closing of bid.** (As Per Current GeM Policy)

## 6. EARNEST MONEY DEPOSIT (EMD/ MARGIN MONEY)

6.1 EMD is 3% of estimated bid value by GSCSCL.

6.2 **Bids submitted without EMD will be rejected. No interest is payable on EMD.**

6.3 EMD of successful bidder shall be refunded to the successful bidder only after submission of Performance security.

6.4 **No exemption in EMD in any form will be given to any bidder.**

6.5 EMD shall be forfeited by GSCSCL, on account of one or more of the following reasons (in addition to any other reasons mentioned in the present terms and conditions):

- a) If bidder withdraws its bid during the period of bid validity.
- b) Information given in the proposal is found inaccurate / fraudulent mis-leading
- c) In case the bidder submits forged documents.

6.6 The Bidder(s) can deposit the amount of E.M.D. through any of the modes from the following:

- a) Through RTGS/NEFT transfer.
- b) Net Banking.

Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name The Gujarat State Civil Supplies Corporation Ltd.

Account No. 016505005762  
IFSC Code ICIC0000165  
Bank Name ICICI Bank  
Branch address Plot No. 315, Sector-16, Gandhinagar -382016 .

**Note: Cash deposit is not allowed.**

6.7 **No Interest would be paid by GSCSCL on the E.M.D.**

6.8 **Refund of EMD: EMD of bidders, other than L-1 bidder will be released within 10 working days after the completion of Reverse Auction.**

**7. Reverse E-auction:**

- 7.1 The Price bid of only technically qualified bidders shall be opened.
- 7.2 Reverse E-auction shall be conducted within 24 hours of opening of Price Bid, as per the General Terms and Conditions of the GeM.
- 7.3 GSCSCL at its discretion may hold the reverse auction, cluster-wise or for all clusters simultaneously.
- 7.4 Ineligible bidders will be duly intimated about their ineligibility to participate in the RA through system generated email.
- 7.5 Eligible bidders shall be duly intimated about the timing of the RA session and the reserve price, i.e., the price above which no bids will be accepted, through system generated email.
- 7.6 Reverse E-auction will be conducted as per the prevailing GeM policy (<https://gem.gov.in/page/gtc>)

**8. INTIMATION TO THE SUCCESSFUL BIDDER:-**

- 8.1 The lowest bidder of online bidding will be declared as successful bidder by GeM Portal.
- 8.2 The confirmation will be sent by GeM through mail, to registered email ID.
- 8.3 GSCSCL reserves its right to call the successful bidder for negotiations.
- 8.4 GSCSCL reserves its right, to accept or to reject all or any bid including lowest bid, without giving any reason.
- 8.5 **Once a bid is accepted, GSCSCL will issue a Work/Purchase Order to the successful bidder through the GeM Portal. This order will include post-acceptance requirements such as depositing performance security. The bidder must then deliver the goods within the delivery schedule specified in the Purchase Order issued by GSCSCL.**
- 8.6 **In case an offline order is required due to technical issues or limitations in awarding the contract through the GeM Portal, GSCSCL may issue the order offline. However, when online order issued on later date, actual date of contract will be counted as per the offline order date. (As per GeM GTC <https://gem.gov.in/page/gtc> )**

**9. Performance Security Deposit:**

- 9.1 Successful Bidder(s) shall deposit Performance Security Deposit for 5 % of contract value within 10 days of issuance of work order.
- 9.2 Security Deposit can be submitted in any of the mode from the following:
  - a) Demand Draft
  - b) RTGS/NEFT/Net Banking
  - c) F.D.R
  - d) Electronic Performance Bank Guarantee (ePBG)
- 9.3 If the successful bidder submit the ePBG,

- A. Guarantees issued by the following banks will be accepted as ePBG/EMD on permanent basis.

**All Nationalized Banks**

- B. Guarantees issued by following banks will be accepted as ePBG/EMD as per G. R. of Finance Department: **G.R. No., FD/MSM/e- file/4/2025/2712/D.M.O. dated: 01/04/2026 for the period up to March 31,2027.** The validity cut-off date in the GR is with respect to the date of issue of bank Guarantee irrespective of the date of termination of Bank Guarantee.

S. No.	Name of Bank	S. No.	Name of Bank
1.	Axis Bank	22.	RBL Bank
2.	AU Small Finance Bank	23.	South Indian Bank
3.	Bandhan Bank	24.	Standard Chartered Bank
4.	City Union Bank	25.	Tamilnadu Mercantile Bank
5.	CSB Bank	26.	Ujjivan small Finance bank
6.	DBS Bank India Limited	27.	YES Bank
7.	DCB Bank	28.	Ahmedabad Mercantile Co-Op. Bank
8.	Dhanlaxmi Bank	29.	Nutan Nagarik Sahakari Bank Ltd.
9.	Equitas Small Finance Bank	30.	Rajkot Nagarik Sahakari Bank Ltd.
10.	Federal Bank	31.	Saraswat Co-operative Bank
11.	HDFC Bank	32.	SBPP Co-op Bank Ltd.
12.	HSBC Bank	33.	SVC Co-Operative Bank Ltd.
13.	ICICI Bank	34.	The Cosmos Co-op Bank Ltd.
14.	IDBI Bank	35.	The Gujarat State Co-operative Bank
15.	IDFC First Bank	36.	The Surat District Co-operative Bank Ltd.
16.	Indusind Bank	37.	The Surat People's Co-Op. Bank Ltd.
17.	Jammu & Kashmir Bank	38.	The Baroda Central Co-op Bank
18.	Jana Small Finance Bank	39.	The Panchmahal District Co-Op. Bank
19.	Karnataka Bank	40.	The Kalupur Commercial Co-Op. Bank
20.	Karur Vysya Bank	41.	The Rajkot Commercial Co-Op. Bank

21.	Kotak Mahindra Bank	42.	The Banaskantha Mercanttile Co -Op Bank Ltd.
		43.	Gujarat Gramin Bank

9.4 If the Security Deposit is in the form of Bank Guarantee/ePBG, then the same should be for a period not less than Three months from the date of the Work Order.

9.5 "If the bidder submits a Fixed Deposit Receipt (FDR) as performance security, it must be issued by a scheduled/nationalized bank and marked under lien to GSCSCL. The FDR shall remain valid for the entire contract period and may be encashed by GSCSCL in case of default or non-performance. The bidder shall ensure renewal of the FDR if required, and it will be released only after successful completion of all contractual obligations."

9.6 **No Interest would be paid by GSCSCL on S.D.**

9.7 If the Security Deposit is not submitted by the Successful Bidder(s) within 10 days of issuance of work order, but the work has been commenced by the Successful Bidder(s), then the successful bidder may request for an extension of 7 days for submission of the Security Deposit, in writing to GSCSCL, which may be granted at the discretion of GSCSCL with per day penalty of Rs. 5000/-.

9.8 If the Security Deposit is not submitted by the Successful Bidder(s) within 10 days of issuance of work order and work has not been commenced by the Successful Bidder(s), then EM D of such bidder shall stand forfeited and GSCSCL shall be entitled to take action against such bidder, including debarment from participation in future tenders of GSCSCL, for a period of 3 years, etc.

9.9 **Security Deposit Release:**

- a) On Satisfactory performance of the contract, the Security deposit will be released. Supplier must submit an Indemnity Bond on a Rs. 300/- non judicial stamp paper in the format as prescribed in **Annexure-5**
- b) Supplier shall submit Bills of Purchase Order for Payment as per norms. In the event of breach of the terms and conditions of contract by supplier, the corporation will be entitled to forfeit the security deposit and to take action against such Supplier, including debarment from participation in future tenders of GSCSCL, for a period of 3 years, etc. No interest shall be payable by the corporation on the security deposit.
- c) If the Corporation does not require to purchase/ or purchases less quantity as per the ordered quantity, because of the change in the state/Central Govt. decision for the implementation of the scheme, the supplier will neither be entitled to claim any damage for cancellation of the contract nor shall be entitled to initiate legal procedure in the court of law.

**10. TRANSIT RISK :-**

The supplier is bound to send the goods of prescribed specification at the prescribed purchase center at his own risk and cost. The transportation cost and the transits risk are to be borne by supplier.

**11. DELIVERY SCHEDULE: -**

11.1 **Delivery Schedule for Supply to the GSCSCL Taluka Godown will be 40 days for Oct-25 to Dec-25 month's Supply, 40 days for Jan-2026 to March-2026 month's supply Total 80 Days.** The delivery schedule will also be specified in the Work order issued

by GSCSCL. The delivery schedule shall be inclusive of various procedural actions to be undertaken by the Supplier, such as approval of packaging, FRL sampling, offering of stock, dispatch, receipt at GSCSCL's godowns, cross verification of samples and final acceptance of stock including replacement of stock if any. **GSCSCL reserves the right to alter the delivery schedule as and when required.**

- 11.2 The representative of Food Research Laboratory, Department of Forensic Science, Gandhinagar will take the samples at milling unit/ factory site for quality checking of the goods as per specifications prescribed by GSCSCL and carry out due diligence of quality inspection. After the sampling, the stack will be sealed by the FRL Representative and opened by FRL Representative only after the Quality Check passed report is received.
- 11.3 The sampling process will be carried out within 2 (two) day by the representative of Food Research Laboratory, Department of Forensic Science, Gandhinagar. It will be delayed only in exceptional case.
- 11.4 Once the samples of the goods are found as per the quality parameters, the goods will be dispatched in the presence of FRL Representative.
- 11.5 If the goods are not found as per the prescribed quality parameters, the goods will be rejected and rejection charge will be recovered.
- 11.6 The Supplier has to deliver the goods of specified quality in prescribed packing with specified net weight at the center.
- 11.7 **100% Cross verification will be done at the GSCSCL godown by GSCSCL representative for the stock dispatched by the supplier. Cross verification sample would be drawn by the representative of quality control person, in the presence of godown manager, representative of supplier, and SAK/Deputy Mamlatdar(Supply/ CDPO/Po). No appeal would be given for rejection in cross verification.** (Where FRL trained agriculture apprentice is not appointed, sample to be drawn by Godown Manager)
- 11.8 Corporation reserves the right to alter the delivery location as and when required and supplier shall be bound to supply at such location.

## 12. Packing

- 12.1 Packing as per **Annexure 1,3,4 and 5.**  
Supplier must have mentioned Auction ID, Cluster No, Used by details & different Batch no and Stack No. on each bag packing. No repetition of Stack no. shall be allowed.
- 12.2 **The supplier shall supply the Whole Chana packed in 1 kg. Net weight in the LDPE/PP bags in packing with marking as prescribed in Annexure of tender document. Goods have to be packed in minimum 120 Micron Polypack Food Grade LDPP film material.**
- 12.3 **Outer pack of Whole Chana is to be delivered by the supplier in net weight of 25 kg Bag. (As per Annexure).**
- 12.4 The bags of batch/Stack should be machine stitched with white thread, and the bags of the next batches shall also be stitched in the same manner. There should not be any other marking other than supplier's logo, vegetarian logo and other detail as mentioned in the tender documents.
- 12.5 The printing matter on each bag should be as per **Annexure-1.**
- 12.6 The goods due to non-adherence of new Bags or non-printing of the mandatory details will be rejected and rejection charges of Rs.1500/- per Batch.
- 12.7 Supplier has to provide 32 empty bags as sample bags.
- 12.8 Time to offer the goods is 10.30 AM to 5.00 PM.
- 12.9 **Supplier must imprint Nutrition value on the packing material.**
- 12.10 **Use of packing materials as per Government Rules and Approval by Government**

## 13. QUALITY :-

13.1 The supplier whose proposal is accepted by GSCSCL has to supply the goods as per rules and regulations and quality specifications prescribed by GSCSC. Quality specifications prescribed for **Chana whole (Annexure- 2)** are to be followed by the supplier strictly.

13.2 **Sampling process:**

(i) One batch shall consist of 30 MT Chana whole and on preparing one batch, supplier will inform GSCSCL regarding sampling and such sampling shall be conducted at the batch prepared at the premises of the supplier. Then FRL will obtain the sample and conduct the analysis of the sample. GSCSCL will send copy of FRL report to the concerned godown as well as supplier. Based on the FRL report, supplier will dispatch only passed quantity of the goods to the GSCSCL godown along with the copy of report.

**\*Note: Supplier have to send offer request with offer letter to the Official Email ID of CGP Branch & QC Branch.**

(ii) On arrival of goods, the Depot Manager, GSCSC/a representative authorized by GSCSC or FRL representative will verify the documents and unload the truck after confirming authenticity of the consignment, will draw a sample for cross-verification.

(iii) If 10% of bag weightment (Average) fails in sampling process, Rs. 14000/- per bag penalty will be recovered.

(iv) The bags should be stacked in such a manner that, each bag gets representation for inclusion in the representative sample and sample can be drawn easily from upper, middle and lower part of the stack.

13.3 To prepare the representative samples of the goods, the Food Research Laboratory will follow the following procedure.

(i) Weightment of bags - as per legal metrology method (Packed Commodity Rules-2011

(ii) Sampling - as per IS-14818-2020

(iii) Sample Collection- 10% of the total bags.

(iv) Sample Weight: As per IS: 4333-Part-1 (Approx. 500 Gram Each)

13.4 Inspection of specifications of **Chana whole (Sortex Quality)**

(i) In primary inspection, if the stock found proper it will be sampled & analyzed as per specifications prescribed by GSCSCL shown at **Annexure- 2** for Chana whole. Thus, if the stock is as per the specifications of GSCSCL, shown in the tender document, it will be accepted.

(ii) The cost of sampling and testing will be borne by GSCSCL.

(iii) If the stock is not as per the specifications and of inferior quality, it will be rejected. For such rejected stock, rejection charge at Rs.14000/- per Batch will be recovered from the supplier.

13.5 Supplier(s) hereby assure that if any complain is received from end users regarding quality, the same will have to be resolved as per the decision of GSCSCL and an undertaking to that effect shall also be submitted by the Supplier(s).

13.6 Analysis Report given by Food Research Laboratory of Director of Forensic Science, Gandhinagar will be considered final.

13.7 After release of purchase order, tenderer will supply ordered qty. with required quality at the specified center of the GSCSCL within stipulated time limit. If the corporation suomoto

or on receipt of the complaint about poor quality, the corporation reserves right to do resampling of the commodity already accepted by the corporation.

13.8 Notwithstanding anything contained herein, GSCSCL at any point of time has the absolute authority to draw a sample, either suo motu or on complaint received in this regard and the sample, either can be tested on its own, without informing to the authorized person of supplier. If the result of such sample report turns out vastly different than the earlier reports, GSCSCL reserves the right to blacklist the supplier, all persons connected with it, authorized representative and persons concerned with such authorized representative after giving them an opportunity of being heard.

13.9 **If supplier based from outside of Gujarat, supplier have to offer the stock within Gujarat based location for sampling. Sampling procedure will be carried out at that place only.**

#### 14. PAYMENTS:

payment will be processed within 7 working days from submission of bills along with Gem invoice, supplier invoice, delivery note, Goods receipt note issued by representative of GSCSCL, E way bill, Analysis reports, cross verification report Etc.

14.1 Payment to the supplier will be made by GSCSCL through Electronic Fund Transfer to the respective Bank Account of the supplier.

14.2 Incomplete bills will not be processed.

14.3 GSCSCL will not be responsible in case of late payment against bills received in respect of goods delivered.

14.4 Only Authorized Representative should deal with the Corporation in respect of payments.

15. **PENALTY:** The supplier will supply order quantity of prescribed quality of goods at designated Taluka center godown. However, in case, if the supplier fails to complete the delivery of goods in time (including late delivery period) and as per the terms and conditions of the tender document, the GSCSCL reserve the right to impose the following penalties, in addition to taking action against such bidder, including debarment from participation in future tenders of GSCSCL, etc.

#### 15.1 **Late Delivery/ Supply Penalty:**

a) **Goods may be accepted at the discretion of GSCSCL, for a maximum period of 5 working days, after expiry of delivery schedule. However, any such delivery after the expiry of the delivery schedule will be with a penalty @ 0.3% per day per MT of purchase value. Further extension is the sole discretion of GSCSCL.**

**Extension of time limit without penalty will be given only if the reason for delay is attributable to GSCSCL.**

b) **Considering the prevailing Situation, GSCSCL reserves the right to grant extension of time limit up to maximum 3 times for 5 working days, subject to condition that 100% supply would be completed during such extended period.**

c) **Failure to supply the goods during such extended period will amount to violation of terms and conditions of the contract and supplier will be declared as defaulter and Security Deposit of the supplier will be forfeited and the supplier will be de-barred from GSCSCL for the period of 1 Year from the date of order of debarment and GSCSCL will purchase remaining quantity at the risk and cost of the default supplier from alternate sources and additional cost for the same will be recovered from the supplier.**

#### 15.2 **Failed Batch Penalty.**

Whenever any lot is rejected pursuant to sampling at the premises of the supplier, penalty of Rs.14000/- per Batch shall be levied for quality analysis report and Rs.100/- per MT for 1<sup>st</sup> rejection, Rs.200/-per MT For 2<sup>nd</sup> rejection, Rs.300/- per MT for 3<sup>rd</sup> rejection and so on, shall be imposed and recovered as a penalty by GSCSCL.

15.3 **Replacement Penalty.**

In case of stock gets rejected in cross verification, the supplier shall replace the stock within 10 working days from the date of quality analysis report of FRL mailed to supplier. In case of failure, penalty of 2.5% of the purchase value per MT per day of late replaced stock will be recovered.

If replacement is not done in total 30 days, supplier will be de-barred from GSCSCL for the period of one year from the date of order of debarment.

15.4 **Not sampled penalty.**

Whenever supplier offers the stock for sampling, it should be available for same qty, should be stacked properly, & in prescribed specification and free from insects, etc. If the sampling process cannot be carried out by FRL due to failure on part of the Supplier to adhere to the aforementioned conditions, Rs.5,000/-penalty should be levied from supplier.

15.5 **Excess Sample Penalty**

If the number of samples (No of sample = ordered QTY / 30 MT Batch) increases then per batch Rs.7000/- will be levied as penalty by the GSCSCL.

15.6 **Cross-Verification Rejection Penalty.**

If 25% of monthly Order quantity of the supplier(s) is rejected in cross-verification, GSCSCL shall be entitled to take action against the supplier including but not limited to:

- a) Termination of the contract, in which case, GSCSCL will purchase remaining quantity at the risk and cost of the supplier from alternate sources and additional cost for the same will be recovered from the supplier.
- b) Debarment from participation in future tenders of GSCSCL and blacklisting for a period of one year from the date of order of debarment.

15.7 **Short Supply Penalty**

In case the goods received at Godown level are found to be in Short Supply, in that case the penalty of short-supplied quantity shall be levied by GSCSCL and the same shall be calculated in the following manner:

Short Supply penalty amount = (short supplied quantity X Rate of Purchase value).

15.8 **Packing Material Penalty.**

- a) In case, inner or outer packing fails to meet the prescribed specification at the time of sampling, GSCSCL will not accept the goods.
- b) In case, inner or outer packing fails to meet the prescribed Specification at any point of time after delivery, GSCSCL will charge the penalty at Rs.5/- per kg and this penalty will be imposed on Batch wise quantity.

15.9 Maximum Penalty Deduction (All Penalties contained in the present document) should not be exceed 10% of Contract value (Purchase value). If penalties of supplier exceed the capping of Maximum penalty amount (10% of Contract value), disciplinary action for debarment of supplier for 3 years will be taken by GSCSCL.

16. **FORCE MAJEURE:**

16.1 In any of the force majeure circumstances, namely act of God, natural calamities, fire, Government of India's policy, Gujarat State Government's policy, any restriction imposed by State/Central Government (excluding any stock limits), strikers or lockout by workers, war, military operations of any nature and blockades preventing the Seller/Buyer from the performance of the contract, shall be extended for as long as these circumstances prevail. In the event of these circumstances, if the continuation takes place for more than three months, the party can have the right to refuse its contractual obligations without title to indemnification of any losses which may thereby sustain. The party which is unable to carry out its contractual obligations shall immediately advise the other party of the commencement and the termination of the circumstances preventing the performance of the contract.

16.2 A certificate issued by the respective Chamber of Commerce will be sufficient proof of the existence and time (gross) duration of such circumstances.

**17. TERMINATION OF CONTRACT:-**

- (1) In addition to what has been stated in the clauses hereinabove, it is hereby specified that GSCSCL reserves its right to terminate the contract, in case of breach of any condition of the agreement/contract and in case of non-compliance with any instructions issued by GSCSCL, from time to time and GSCSCL shall also be entitled to demand and recover the loss incurred to it due to such breach and non-compliance.
- (2) If the Government scheme is closed, due to accidental decision of State/Central Government or any amendment and the proceedings of purchase is stopped by the GSCSCL then the agreement will automatically come to an end for which supplier is not entitled to demand/receive any type of loss amount or cannot initiate any legal proceedings against GSCSCL.

**18. DISPUTE RESOLUTION:-**

If any dispute or difference of opinion arises in the agreement, then only the supplier himself or his authorized agent/representative will represent the same before GeM. The decision of the Managing Director of the Gujarat State Civil Supplies Corporation Ltd. in this regard, will be considered as final and the same will be binding on the parties of agreement.

**19. GOVERNING LAW JURISDICTION:-**

The contract /tender document shall be constituted and the legal relation between the parties hereto shall be determined and governed according to the laws of Republic of India and only courts at **Ahmedabad/ Gandhinagar** shall have the jurisdiction in all matters arising out of/ touching and/or concerning this agreement and parties to this agreement agree to irrevocably submit to the exclusive jurisdiction of those courts for purposes of any such proceeding. The aforementioned exclusive and irrevocable jurisdictions of aforesaid courts are ir respective of place of occurrence of any cause of action pertaining to any dispute between the parties.

**20. DOCUMENTS CONSTITUTING CONTRACT:**

The following documents shall constitute the contract between the Seller and Buyer

- (1) The Invitation of Bids.
- (2) The terms and conditions of the bidding.
- (3) Bid of the Successful bidder.
- (4) Letter/Email confirmation/acceptance issued by the GSCSCL to the successful bidder along with any amendment issued prior to signing of contract.

**21. In case of any conflict between the pre-defined General Terms and Conditions of GeM and the present Additional Terms and conditions (ATC), the present ATC shall prevail.**

**3. 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 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---**