

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	05-03-2026 21:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	05-03-2026 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	19200000
वस्तु श्रेणी /Item Category	Plantation White Sugar conforming to IS 5982 (Q3)
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 दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेन् है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	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	3

बिड विवरण/Bid Details

ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	3
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	821184000
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)	2309580
Schedule 2 ईएमडी राशि/EMD Amount (In INR)	3438708
Schedule 3 ईएमडी राशि/EMD Amount (In INR)	2437890
Schedule 4 ईएमडी राशि/EMD Amount (In INR)	1693692
Schedule 5 ईएमडी राशि/EMD Amount (In INR)	2129946
Schedule 6 ईएमडी राशि/EMD Amount (In INR)	1488396
Schedule 7 ईएमडी राशि/EMD Amount (In INR)	3233412
Schedule 8 ईएमडी राशि/EMD Amount (In INR)	2258256
Schedule 9 ईएमडी राशि/EMD Amount (In INR)	1098334
Schedule 10 ईएमडी राशि/EMD Amount (In INR)	1334424
Schedule 11 ईएमडी राशि/EMD Amount (In INR)	1822002

Schedule 12 ईएमडी राशि/EMD Amount (In INR)

1390880

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 दस्तावेज 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 Ho)

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	76986000	Plantation White sugar Conforming To Is 5982	BANASKANTHA, Vav-tharad , PATAN & Any Other Godown as Suggested by GSCSCL- Head office .	1800 000
Schedule 2	114623600	Plantation White sugar Conforming To Is 5982	PANCHMAHAL, MAHISAGAR, DAHOD & Any Other Godown as Suggested by GSCSCL- Head office .	2680 000
Schedule 3	81263000	Plantation White sugar Conforming To Is 5982	SABARKANTHA, ARVALLI, MEHSANA & Any Other Godown as Suggested by GSCSCL- Head office .	1900 000
Schedule 4	56456400	Plantation White sugar Conforming To Is 5982	AHMEDABAD CITY, AHMEDABAD DIST. GANDHINAGAR & Any Other Godown as Suggested by GSCSCL- Head office .	1320 000
Schedule 5	70998200	Plantation White sugar Conforming To Is 5982	ANAND, KHEDA & Any Other Godown as Suggested by GSCSCL- Head office .	1660 000
Schedule 6	49613200	Plantation White sugar Conforming To Is 5982	VADODARA, CHHOTA-UDEPUR & Any Other Godown as Suggested by GSCSCL- Head office .	1160 000
Schedule 7	107780400	Plantation White sugar Conforming To Is 5982	SURAT, TAPI, NARMADA, BHARUCH & Any Other Godown as Suggested by GSCSCL- Head office .	2520 000
Schedule 8	75275200	Plantation White sugar Conforming To Is 5982	VALSAD, DANG, NAVSARI & Any Other Godown as Suggested by GSCSCL- Head office .	1760 000
Schedule 9	36611120	Plantation White sugar Conforming To Is 5982	JUNAGADH, GIR-SOMNATH, PORBANDAR & Any Other Godown as Suggested by GSCSCL- Head office .	8560 00
Schedule 10	44480800	Plantation White sugar Conforming To Is 5982	RAJKOT, MORBI, JAMANAGAR, DWARKA & Any Other Godown as Suggested by GSCSCL- Head office .	1040 000

Schedule 11	60733400	Plantation White sugar Conforming To Is 5982	BHAVNAGAR, BOTAD, AMRELI & Any Other Godown as Suggested by GSCSCL- Head office .	1420 000
Schedule 12	46362680	Plantation White sugar Conforming To Is 5982	KUTCH, SURENDRANAGAR & Any Other Godown as Suggested by GSCSCL- Head office .	1084 000

Plantation White Sugar Conforming To IS 5982 (19200000 packet)

तकनीकी विशिष्टियाँ /Technical Specifications

* जेम केटेगरी 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)
Governing Standards and Certifications	Compliance to extant FSSAI Standards and Regulations	Yes
	Compliance to IS Specification	As per IS 5982
Packing and Marking	Packing Size	1 kg

Additional Specification Parameters - Plantation White Sugar Conforming To IS 5982 (19200000 packet)

Specification Parameter Name	Bid Requirement (Allowed Values)
Specification	As per Attached ATC Document

* 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.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	BANASKANTHA, Vav-tharad , PATAN	,BANASKANTHA, Vav-tharad , PATAN & Any Other Godown as Suggested by GSCSCL- Head office .	1800000	105
2	PANCHMAHAL, MAHISAGAR, DAHOD	,PANCHMAHAL, MAHISAGAR, DAHOD & Any Other Godown as Suggested by GSCSCL- Head office .	2680000	105

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
3	SABARKANTHA, ARVALLI, MEHSANA	,SABARKANTHA, ARVALLI, MEHSANA & Any Other Godown as Suggested by GSCSCL-Head office .	1900000	105
4	AHMEDABAD CITY, AHMEDABAD DIST. GANDHINAGAR	,AHMEDABAD CITY, AHMEDABAD DIST. GANDHINAGAR & Any Other Godown as Suggested by GSCSCL- Head office .	1320000	105
5	ANAND, KHEDA	,ANAND, KHEDA & Any Other Godown as Suggested by GSCSCL- Head office .	1660000	105
6	VADODARA, CHHOTA-UDEPUR	,VADODARA, CHHOTA-UDEPUR & Any Other Godown as Suggested by GSCSCL- Head office .	1160000	105
7	SURAT, TAPI, NARMADA, BHARUCH	,SURAT, TAPI, NARMADA, BHARUCH & Any Other Godown as Suggested by GSCSCL-Head office .	2520000	105
8	VALSAD, DANG, NAVSARI	,VALSAD, DANG, NAVSARI & Any Other Godown as Suggested by GSCSCL- Head office .	1760000	105
9	JUNAGADH, GIR-SOMNATH, PORBANDAR	,JUNAGADH, GIR-SOMNATH, PORBANDAR & Any Other Godown as Suggested by GSCSCL- Head office .	856000	105
10	RAJKOT, MORBI, JAMANAGAR, DWARKA	,RAJKOT, MORBI, JAMANAGAR, DWARKA & Any Other Godown as Suggested by GSCSCL-Head office .	1040000	105
11	BHAVNAGAR, BOTAD, AMRELI	,BHAVNAGAR, BOTAD, AMRELI & Any Other Godown as Suggested by GSCSCL- Head office .	1420000	105
12	KUTCH, SURENDRANAGAR	,KUTCH, SURENDRANAGAR & Any Other Godown as Suggested by GSCSCL- Head office .	1084000	105

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

Procurement of PDS White Sugar (M-30 Grade) for the month of April-2026 to July-2026.

TERMS & CONDITIONS OF THE GUJARAT STATE CIVIL SUPPLIES CORPORATION LIMITED FOR SUPPLY OF WHITE SUGAR (M-30 GRADE)

Invitation of Bids :

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The Gujarat State Civil Supplies Corporation Ltd. (G.S.C.S.C.L.), A Government of Gujarat Undertaking, Sector-10/A, Near New Sachivalaya, 'CH' Road, Gandhinagar-382010 invite s bids for supply of White M-30 Sugarpacked in 1 kilogram L.D.P.P. Bagas per I SI Specifications, through GeM Portal. The producers /wholesalers/ traders/ retailers / any other legal entity can participate in the bid.

Qty In MT

Allotment of PDS (M-30 Grade) April-2026 to July-2026						
Cluster No.	DISTRICT	Allot. April -2026	Allot. May -2026	Allot. June-2026	Allot. July-2026	Total Allotment
1	2	3	4	5	6	7=3+4+5+6
1	Banaskantha	235	235	235	235	940
	Vav-Tharad	80	80	80	80	320
	Patan	135	135	135	135	540
Total		450	450	450	450	1800
2	Panchmahal	220	220	220	220	880
	Mahisagar	155	155	155	155	620
	Dahod	295	295	295	295	1180
Total		670	670	670	670	2680

3	Sabarkantha	215	215	215	215	860
	Aravalli	165	165	165	165	660
	Mehsana	95	95	95	95	380
Total		475	475	475	475	1900
4	Ahmedabad City	100	100	100	100	400
	Ahmedabad Dist.	150	150	150	150	600
	Gandhinagar	80	80	80	80	320
Total		330	330	330	330	1320
5	Anand	205	205	205	205	820
	Kheda	210	210	210	210	840
Total		415	415	415	415	1660
6	Vadodara	160	160	160	160	640
	Chhota Udepur	130	130	130	130	520
Total		290	290	290	290	1160
7	Surat	178	178	178	178	712
	Tapi	146	146	146	146	584
	Narmada	120	120	120	120	480
	Bharuch	186	186	186	186	744
Total		630	630	630	630	2520
8	Valsad	175	175	175	175	700
	Dang	55	55	55	55	220
	Navsari	210	210	210	210	840
Total		440	440	440	440	1760
	Junagadh	91	91	91	91	364

9	Gir Somnath	78	78	78	78	312
	Porbandar	45	45	45	45	180
Total		214	214	214	214	856
10	Rajkot	125	125	125	125	500
	Morbi	45	45	45	45	180
	Jamnagar	60	60	60	60	240
	Dwarka	30	30	30	30	120
Total		260	260	260	260	1040
11	Bhavnagar	185	185	185	185	740
	Botad	45	45	45	45	180
	Amreli	125	125	125	125	500
Total		355	355	355	355	1420
12	Kutchch	155	155	155	155	620
	Surendranagar	116	116	116	116	464
Total		271	271	271	271	1084
Grand Total of all cluster		4800	4800	4800	4800	19200

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1. ELIGIBILITY CRITERIA FOR SUPPLIERS: -

A proprietor/ Partnership Firm/ Registered Company/ Co-operative/ Society/ any producers /wholesalers/ traders/ retailers / any other legal entity can participate in the bid. Producer and Processing unit or any other legal entity getting registered under any act of law can participate. (As per Form-I)

1.1 Submission of Evidence:

Supplier must submit:

- a. If the participant is a Proprietor, shall submit the **copy of Registration Certificate**.
- b. If the tenderer is a **partnership firm**, then a **the registered partnership deed**.

In case the bidder has applied for a registered partnership deed in the relevant department/office but the registered partnership deed is not received by the last date of tender, then in such a case, if the tenderer/bidder has applied for registration of the document in the registered office, then a copy of that application and the receipt/receipt of the money deposited in the office for registration shall be uploaded. Also, the original registered partnership deed shall be deposited in the corporation without fail at the time of contract deed.

Since the concession is approved in favour of the bidder, in case the bidder does not submit the registered partnership deed at the time of contract deed on the working day-10 as per the condition of the tender, the following action shall be taken against the bidder as per the rules.

1. The bidder's EMD/Security Deposit amount will be forfeited.
2. The bidder's contract will be cancelled/the bidder will be debarred.

- c. If it is **Co-Operative Society** shall submit **copy of Registration Certificate** of society.
- d. If it is **Registered Company**, then submit the **copy of certificate of incorporation along with copy of Memorandum of Association and Article of Association**
- e. Copy of PAN CARD/TAN CARD

1.2 Bidder(s) must have minimum average annual Turnover of any three years out of the last four financial years i.e., 2021-22, 2022-23, 2023-24 and 2024-25 (cluster-wise) as indicated hereunder (Refer Form- II):

S r No.	Cluster No.	Average Turnover of the Last three F.Y	Supporting Documents
1	Cluster-1	15.40	Bidder(s) must submit a copy of Balance Sheet and Profit & Loss Accounts for the relevant submitted years, duly c
2	Cluster-2	22.92	
3	Cluster-3	16.25	
4	Cluster-4	11.29	
5	Cluster-5	14.20	
6	Cluster-6	9.92	

7	Cluster-7	21.56	ertified by Chartered Accountant (with UDIN).
8	Cluster-8	15.06	
9	Cluster-9	7.32	
10	Cluster-10	8.90	
11	Cluster-11	12.15	
12	Cluster-12	9.27	
	Total	164.24	

NOTE: In case, a bidder submits its bid for more than one cluster, the turnover should be in respect of the total turnover (as specified hereinabove) of the clusters for which the bid has been submitted. Cluster wise turnover counted, for example if bidder want to participate in any 2 Cluster then his turnover must be total of both clusters required turnover.

1.3 Past Performance:

The Bidder should supply same or similar category products at least for 30% of bid quantity in any one year of last five years, to any Central/State Govt. Organization/PSU/Public Listed Company/ Private Company/ Any State Local Body/ Any Private Entity. In case of bunch bids, the category related to primary product having highest bid value should meet this criterion. **(As per Form- III)**

S r No.	Cluster No.	30% of bid quantity in M-30 Sugar (MT)	Supporting Documents
1	Cluster-1	540 (A)	A) In case of other than private buyer Copy of Work Completion Certificate must be submitted. (B) In case of private buyers copy of work completion certificate (Contains the details of the quantity of supplied, year of supply) certified by Chartered Accountant with UDIN.
2	Cluster-2	804	
3	Cluster-3	570	
4	Cluster-4	396	
5	Cluster-5	498	
6	Cluster-6	348	
7	Cluster-7	756	

8	Cluster-8	528
9	Cluster-9	257
10	Cluster-10	312
11	Cluster-11	426
12	Cluster-12	325
	Total	5760

NOTE: In case, a bidder submits its bid for more than one Cluster, the work completion certificate should be in respect of the total bid quantity (as specified hereinabove) of the Cluster for which the bid has been submitted. Cluster wise experience counted, For example if you want to participate in any 2 cluster then your experience must be total of both clusters required experience quantity.

1.4 Copy of certificate of Registration under Goods and Service Tax Department (GST).

1.5 Copy of License **issued by FSSAI** mentioning related category.

(As Per Form-IV)

1.6 A Notarize self-declaration on Rs.300/- non-judicial stamp, stating that, Bidders has wide experience in this field and has good reputation in the market. And himself is not debarred or blacklisted by any State Government or Central Government, or offices of any Board, Corporation or other local authority or not blacklisted for short or long period. **(As per Form No. V)**

Note: - If forms and documents are signed by the authorized person except the owner of the company, in that case he/she (authorized person) has to submit Authority Letter on company's letter pad.

2. PRICE:

2.1 Bidder will have to fill-up the rates in unit in kg only (Inclusive of all taxes).

2.2 F.O.R. Ex- G.S.C.S.C.L. Taluka Godown Location Delivery:

The rates offered for the Ex-G.S.C.S.C.L. Taluka Godown center includes all Govt. duties and taxes, expenses like transportation, transits loss, insurance, packing articles (1 kg and Outer Packing in 25 kg.) **(Annexure- II)** and packing charges etc. **to deliver the goods at Ex-G.S.C.S.C.L. Taluka Godown centers** as per the quality specifications and packing prescribed by G.S.C.S.C.L. in this contract note.

2.3 Bidder may quote the rate considering the Delivery Schedule given by G.S.C.S.C.L.

(i) The delivery schedule given by the G.S.C.S.C.L. **Taluka Locations** in Gujarat. G.S.C.S.C.L. may change Allocation/Order as per

requirement

(ii) The **Quality Specifications** prescribed by the G.S.C.S.C.L. for Plantation White Sugar (M-30 Grade).

(iii) The prescribed **Packing Material and Packing Weight** as per the norms etc.

3. **PURCHASE QUANTITY:**

G.S.C.S.C.L. reserves the right to increase or decrease the quantity to be ordered up to 2 5 % 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.

4. **Contract Period: -**

Validity of contract will be for the period of 180 Days 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 bidding, will remain valid for the maximum period of **180 (One eighty)** days starting from next day of the closing of bid.

6. **EARNEST MONEY DEPOSIT (E.M.D. / MARGIN MONEY)**

6.1 E.M.D. is 3% of estimated bid value by G.S.C.S.C.L.

6.2 Bids submitted without E.M.D. will be rejected.

6.3 In case of the bidder whose offer is accepted, the E.M.D. shall be refunded to the successful bidder only after submission of Performance security Deposit.

6.4 No exemption in E.M.D. in any form will be given to any proprietor/Partnership Firm/ Registered Company/ Co-operative Society/ any producers /wholesalers/ traders/ retailers / any other legal entity.

6.5 The E.M.D. shall be forfeited by G.S.C.S.C.L., on account of one or more 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) If the successful bidder fails to sign the agreement in accordance with terms and conditions prescribed by G.S.C.S.C.L.
- c) Information given in the proposal is found inaccurate, fraudulent, mis-leading, forged documents.

6.6 The participant may deposit amount of E.M.D. through any of the modes from the following.

- Through RTGS/NEFT transfer.
- Net Banking.

Forms of EMD and PBG 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 G.S.C.S.C.L. 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.

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 After acceptance of bid, G.S.C.S.C.L. shall issue Work/Purchase order to the successful bidder containing the conditions subsequent to the acceptance of the bid/offer of the bidder, such as deposit of performance security, etc. and goods shall be delivered within stipulated delivery schedule mentioned in the purchase order issued by GSCSCL.

9. Performance Security Deposit:

9.1 Successful Bidder(s) shall deposit Performance Security Deposit for 5 % of contract value within 10 working days of issuance of work order.

9.2 Security Deposit can be submitted in any of the mode from the following:

- (1) Demand Draft
- (2) RTGS/NEFT/Net Banking.
- (3) F.D.R
- (4) Electronic Performance Bank Guarantee (ePBG)

9.3 ePBG shall be submitted as per GeM-Portal condition. **In case of submission of ePBG by the Successful Bidder(s)**, guarantees issued by the following banks will be accepted as ePBG/EMD on permanent basis:

(A) 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/4/2024/2859/D.M.O . dated: 01/05/2025** for the period up to March 31,2026. 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.	South Indian Bank
2.	AU Small Finance Bank	23.	Standard Chartered Bank
3.	Bandhan Bank	24.	Tamilnadu Mercantile Bank
4.	Barclays Bank	25.	Utkarsh Small Finance Bank
5.	City Union Bank	26.	YES Bank
6.	CSB Bank	27.	Ahmedabad Mercantile Co-Op . Bank
7.	DBS Bank India Limited	28.	Nutan Nagarik Sahakari Bank Ltd.
8.	DCB Bank	29.	Rajkot Nagarik Sahakari Bank Ltd.
9.	Equitas Small Finance Bank	30.	Saraswat Co-operative Bank
10.	ESAF Small Finance Bank	31.	SBPP Co-op Bank Ltd.
11.	Federal Bank	32.	SVC Co-Operative Bank Ltd.
12.	HDFC Bank	33.	The Cosmos Co-op Bank Ltd.

13.	HSBC Bank	34.	The Gujarat State Co-operative Bank
14.	ICICI Bank	35.	The Mehsana Urban Co-Op. Bank Ltd.
15.	IDBI Bank	36.	The Surat District Co-operative Bank Ltd.
16.	IDFC First Bank	37.	The Surat People's Co-Op. Bank Ltd.
17.	Jammu & Kashmir Bank	38.	The Kalupur Commercial Co-Op. Bank
18.	Jana Small Finance Bank	39.	The Panchmahal District Co-Op. Bank
19.	Karnataka Bank	40.	The Baroda District Co-Op. Bank
20.	Karur Vysya Bank	41.	Baroda Gujarat Gramin Bank
21.	Kotak Mahindra Bank	42.	Saurashtra Gramin bank.

9.4 If the Security Deposit is in mode of F.D.R. then the same should be in combined name of G.S.C.S.C.L. & Buyer.

9.5 If the Security Deposit is in the form of Bank Guarantee/ePBG, the same should be for the period not less than 180 Days from the date of Purchase Order.

9.6 No Interest would be paid on S.D.

9.7 If the Security Deposit is not submitted by the Successful Bidder(s) within 10 working 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 10 working days for submission of the Security Deposit, in writing to GSCSCL, which may be granted at the discretion of GSCSCL. However, such submission of Security deposit within such extended period of 10 working days shall be with interest @ 12% thereon. GSCSCL shall also be entitled to recover such Security Deposit, if not paid within the extended period of 10 working days along with interest, from the outstanding dues/bills of the contractor.

9.8 If the Security Deposit is not submitted by the Successful Bidder(s) within 10 working days of issuance of work order and work has not been commenced by the Successful Bidder(s), then EMD of such bidder shall be forfeited and GSCSCL shall be entitled to take action against such bidder, including but not limited to blacklisting, debarment from participation in future tenders of GSCSCL, for a period of three Year from the date of order of debarment.

10 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-3**.
- 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 but not limited to blacklisting, debarment from participation in future tenders of GSCSCL, for a period of three year from the date of order of debarment. 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.

11 TRANSIT RISK: -

- 11.1** 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 borne by supplier.

12. RIGHTS OF G.S.C.S.C.L.: -

- 12.1** The Corporation reserves the right, at the time of award of Contract or during the contract period, to increase the ordered quantity or to decrease the ordered quantity of the quantity offered in the tender without any change in price or other terms and conditions.
- 12.2** Corporation may award work for additional quantity than the quantity of the offered quantity in the tender by the supplier, at the offered rate and supplier will have to supply this quantity as per the terms of the tender.
- 12.3** If supplier is ready to supply additional quantity that is more than the above quantity of the offered quantity in the tender, at the last offered rate then Corporation will have an option to award the work for the same.
- 12.4** The bidder for such additional quantity shall furnish the necessary additional Security deposit within fifteen days from the date of communication of the acceptance of the offer.
- 12.5** If supplier fails in depositing necessary amount as a security deposit for such additional quantity, then action will be taken against the supplier considering that supplier has withdrawn the offer.

13 QUALITY,

- 13.1** Quality of White Sugar (M-30 Grade) in 1 Kg packing should be as per

the quality specifications shown in (Annexure-1) and the prevalent rules and regulations of The Food Safety & Standard Act- 2006 (FSSAI). The goods except prescribed quality if supplied by the supplier, then the said goods is to be taken back by the relevant supplier at their own expenses and the G.S.C.S.C.L. will not have any liability for its financial loss.

- (I) The sugar produced from various sugar mills may be supplied. However, in a single delivery lot/ batch of **200 MT**, sugar must be from the same sugar mill / refinery. No mixing of sugar of various sugar mills is allowed in a single delivery lot.
- (II) Suppliers should give an assurance that if any complain is received from end users regarding quality, the same will have to be resolved as per the decision of G.S.C.S.C.L.

14. Delivery Schedule

14.1 The supplier will be given the delivery schedule with exact dates with completion date and delivery days as per GeM Sanction order. i.e. Delivery to be completed for April-2026 supply in 30 days, for May-2026 month's supply in 55 days, for June-2026 month's supply in 80 days, and July-2026 month's Supply in 105 days, from the date of Purchase order generated by GeM.

14.2 Corporation reserves the right to alter the delivery location as and when required and supplier shall be supply at such location.

14.3 The Supplier has to deliver the goods of specified quality in prescribed packing with net weight at ex gscscl taluka godown.

14.4 The stock of goods will be unloaded from the vehicle of the supplier and stacking will be arranged in such a manner that, the samples can be obtained from each and every batch of the goods easily.

14.5 The representative of Food research laboratory of forensic science Gandhinagar will take the samples at milling unit/ factory site for quality checking of the goods as per specifications prescribed by G.S.C.S.C.L. and carry out due diligence of quality inspection.

14.6 The analysis report should fulfill the quality criteria of required specification as prescribed by G.S.C.S.C.L. The testing report should fulfill the quality criteria for corporation to accept the goods otherwise the supplier will have to re-offer the stock. Corporation will not be responsible for any rejected stock.

14.7 The Supplier has to deliver the goods in prescribed packing with net weight at Center of G.S.C.S.C.L. i.e. G.S.C.S.C.L. taluka godown throughout the Gujarat.

15 SAMPLING :

- 15.1 Sampling process will be carried out at Supplier's place.**
- 15.2 Offer should be in batch i.e. 200 MT. 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.**
- 15.3 In the event of supply order being placed with the bidder or contract being signed with the winner, the bidder shall deliver the order quantity as per the sampling offer schedule given in the purchase order/contract. Bidder is expected to offer the stock before 5.00 PM during working days. The bidder is required to deliver the quantity as per the following detail:**

- 15.4** The representative of the F.R.L. will carry out the sampling by following IS-498-2003 method. A composite mixture of about 6 Kgs. to 7 Kg. will be drawn from the randomly selected bags of the lot and total 3 samples will be prepared from this mixture.

The details of the bags to be selected for the sampling method as

mentioned in IS:498:2003 are as shown below.

Number of Bags to be Selected from the Lot Sampling		
S r No.	Lot Size	No of Bags to be Sampled
1	8 to 25	8
2	26 to 100	13
3	101 to 500	32
4	501 to 1000	50
5	1001 and above	80

- 15.5** These **Three sealed samples** will be given as follows: -

F.R.L.- 2 samples

Reserved sample to supplier- 1 sample

- 15.6** In case of Supplier based from outside Gujarat, supplier have to offer the stock within Gujarat based location for sampling. Sampling procedure will be carried out at that place only. If sample will be passed in QC report than only delivery will be accepted to the Ex-G.S.C.S.C.L. Taluka Godown.
- 15.7** Supplier shall provide 80 Nos. of empty HDPE/PP bags per batch at the time of sampling.
- 15.8** After obtaining the sample by F.R.L., the third party agency in the prescribed form and after doing analysis, the report will be given on that basis along with the copy of report to the corporation.
- 15.9** The quality testing and certification of White Sugar (M-30 Grade) will be undertaken only by F.R.L. (the empaneled Assayer as appointed by the G.S.C.S.C.L.).
- 15.10** Analysis Report given by Food Research Laboratory of Forensic Science will be considered to be final.
- 15.11** Random Cross-verification will be done Cluster wise. if stock will fail in Quality Control report, then suppliers have to replace stock within 7 working days. Otherwise, penalty will be levied as decided by G.S.C.S.C.L.
- 15.12** If the corporation suo moto or on receipt of the complaint about poor quality, the corporation reserves right to do re-sampling of the commodity already accepted by the corporation.
- 15.13** "Not with-standing anything contained, corporation at any point of time has the absolute authority to draw a sample, either suo moto or on complaint received in this regard and the sample, either can be tested on its own, without informing to the authorized p

erson of supplier. However, if the result of such sample report turned out vastly different than the earlier reports, the corporation 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.”

15.14 No appeal will be accepted for rejected samples.

16 Packing

16.1 Packing as per **Annexure 2**.

Supplier must have mentioned & Print different Batch no, Cluster no, Auction Id, & Best Before Twenty Four Month from the date of packing on each bag packing with laser printing. No repetition of Stack no. shall be allowed.

Note: Ink stamp & marker pen writing on bag not allowed & if used batch rejected.

16.2 The supplier shall supply the M-30 Sugar packed in 1 kg. Net weight in the LDPE/PP bags in packing with marking as prescribed in **Annexure-2** of tender document. Goods have to be packed in minimum 120 Micron Polypack Food Grade LDPP film material.

16.3 Outer pack of M-30 Sugar is to be delivered by the supplier in net weight of 25 kg Bag. (As per **Annexure-2**).

16.4 The bags of batch nos. should be machine stitched with 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.

16.5 The printing matter on each bag should be as per **Annexure-2**.

16.6 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.

16.7 Supplier has to provide **32** empty bags as sample bags.

16.8 Supplier imprint nutritional facts on the packing material.

16.9 Use of packing materials as per Government Rules and Approval by Government.

17. PAYMENTS:

17.1 50% payment will be paid as advance payment within 7 working days from submission of bills along with analysis report and goods receipt note issued by taluka godown authorized representative of G.S.C.S.C.L. Remaining 50% payment will be paid after due verification in next 21 working days.

17.2 Submission of Minimum **100 MT** bill of any batch is Mandatory for Supplier (i.e. 50% bill of 1 batch must be submitted)

17.3 For the late payment against goods delivered, G.S.C.S.C.L. will not be responsible.

17.4 The supplier will present bill along with analysis report issued by authorised representative of concern laboratory, GeM Invoice, Supplier Invoice, Supplier E-way bill, goods receipt notes from Godown and any other supporting documents attached with bill

for payment process.

- 17.5** Payment to the supplier will be made by GSCSCL through Electronic Fund Transfer to the respective Bank Account of the supplier.
- 17.6** However, if it is found that offer for sampling of stock is not made within time limit the payment for earlier submitted bills may be postponed or may not be made at the discretion of G.S.C.S.C.L.
- 17.7** Incomplete bills will not be processed.
- 17.8** Only Authorized Representative should deal with the Corporation in respect of payments.
- 17.9** Applicable Tax will be deducted as per norms.

18. 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 but not limited to blacklisting, debarment from participation in future tenders of GSCSCL, etc.

18.1 Late Delivery Penalty:

After the completion of delivery schedule of in case of the goods will be accepted, at the discretion of G.S.C.S.C.L., for maximum period of 5 Working days with penalty @ 0.3% per day of purchase value of the goods not supplied during the time limit. No further extension will be allowed in any circumstances or decides by the G.S.C.S.C.L.

- a) Considering the prevailing Situation, GSCSCL reserves the right to grant extension of time limits up to maximum 3 times for 7 working days, subject to condition that 100% supply would be completed during such extended period.
- b) 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 three years 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.

18.2 Replacement and penalty of Goods fail in Cross-verification.

In case of stock getting rejected in cross verification, the supplier shall replace the stock within 7 working days from the date of intimation to the supplier for quality analysis report of FRL. The Corporation will levy penalty @ 5% of the purchase value of goods as well as distributed stock from the respective lot if any from godowns also, in addition to the replacement. However, the corporation has absolute right to increase the rate of penalty. G.S.C.S.C.L. shall issue a show-cause notice to the supplier asking for explanation for rejection of stock. In case the supplier fails to replace the stock, the contract of the supplier shall be cancelled and SD shall be forfeited.

18.3 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 1st rejection, Rs.200/-per MT For 2nd rejection, Rs.300/- per MT for 3rd rejection and so on, shall be imposed and recovered as a penalty by GSCSCL.

During the contract period, if 20% of monthly Order quantity of the suppliers are rejected, the supplier shall be de-barred from participation for the three year from the date of order of debarment of GSCSCL.

18.4 Not sampled penalty:

Whenever supplier should offer the stock for sampling, it should be available for same quantity, should be stacked properly, & in prescribed specification or free from insects, for whatever reasons if sampling process couldn't be carried out by F.R.L., Rs.10,000/- penalty should be levied from supplier.

18.5 Not Offer Penalty

Supplier must start their batch offer within 5 days of the work order placed & 20% offer of total quantity must be done in 10 days, if supplier not fulfill this criteria (during delivery schedule) Rs.5000/- per batch penalty imposed on that quantity.

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18.6 Excess Sample Penalty.

If number of samples (No of Sample = Ordered Quantity / 200 M.T. Batch) increases than per batch Rs.7000/- will be charged by the G.S.C.S.C.L.

18.7 Short Supply Penalty:

In case the goods received at Godown level is Short Supply, in that case the penalty of short supplied quantity is calculated in following manner. Short Supply penalty amount = (short supplied quantity X 2 times of Rate of Purchase value).

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18.8 Packing Material Penalty. (new condition)

- 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.

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18.9 Maximum Penalty deduction (All penalties shown in tender clauses no. 18) should not be exceed the 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.

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19. FORCE MAJEURE:

- (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.

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

20. CANCELLATION OF AGREEMENT: -

- 20.1** 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.
- 20.2** 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.

21. DISPUTE: -

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. will be considered as final decision and it will be bound to the parties of agreement.

In case of any dispute arise in GeM predefined condition and Additional Terms and Conditions (A.T.C.), A.T.C. Will be considered as final.

22. 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 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 it to the exclusive jurisdiction of those courts for purposes of any such proceeding. The aforementioned exclusive and irrevocable jurisdictions of aforesaid courts are irrespective of place of occurrence of any cause of action pertaining to any dispute between the parties.

23. 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 G.S.C.S.C.L. to the successful bidder along with any amendment issued prior to signing of contract.

All Forms and Specification attached below.

3. Buyer Added Bid Specific ATC

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

अस्वीकरण/Disclaimer

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

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

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

such representations.

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

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

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

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

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

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

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

---धन्यवाद/Thank You---