

**बिड दस्तावेज़ / Bid Document**

बिड विवरण / Bid Details	
बिड बंद होने की तारीख/समय / Bid End Date/Time	18-04-2026 16:00:00
बिड खुलने की तारीख/समय / Bid Opening Date/Time	18-04-2026 16:30:00
बिड पेशकश वैधता (बंद होने की तारीख से) / Bid Offer Validity (From End Date)	90 (Days)
मंत्रालय/राज्य का नाम / Ministry/State Name	Ministry Of Steel
विभाग का नाम / Department Name	Rashtriya Ispat Nigam Limited
संगठन का नाम / Organisation Name	Rashtriya Ispat Nigam Limited
कार्यालय का नाम / Office Name	Visakhapatnam Steel Plant
कुल मात्रा / Total Quantity	500
वस्तु श्रेणी / Item Category	42% AL. MWA-42, FC Mortar
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	42% AL. MWA-42, FC Mortar
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Colloidal Graphite Powder, Charge Fire Ext Mech Foam 9 L for High Altitude and Sub Zero Temp Conditions (Defence), Electric Centrifugal Juicers marked to IS 4250 (BIS Scheme - I), Washable Distemper (V2) conforming to IS 428, Domestic Gas Stoves for Use with Liquefied Petroleum Gases as per IS 4246, Ring Type Needle Bearings - IS 4215, Cork Composition Sheets - IS 4253, Coloured Chalks, Moulded (V2) Conforming to IS 4222, Domestic Electric Food Mixers (Liquidizers and Grinders) (V2) ISI Marked To IS 4250, Bag Water Proof (Defence)
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	<ul style="list-style-type: none"> <li>Plastic Fireclay</li> </ul>
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / MSE Relaxation for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Relaxation for Years of Experience and Turnover	No

**बिड विवरण/Bid Details**

विक्रेता से मांगे गए दस्तावेज़/ <b>Document required from seller</b>	Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Compliance of BoQ specification and supporting document *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेन् है/ <b>Do you want to show documents uploaded by bidders to all bidders participated in bid?</b>	No
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / <b>Minimum number of bids required to disable automatic bid extension</b>	4
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / <b>Number of days for which Bid would be auto-extended</b>	7
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / <b>Number of Auto Extension count</b>	1
बिड से रिवर्स नीलामी सक्रिय किया/ <b>Bid to RA enabled</b>	Yes
रिवर्स नीलामी योग्यता नियम/ <b>RA Qualification Rule</b>	H1-Highest Priced Bid Elimination
बिड का प्रकार/ <b>Type of Bid</b>	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय / <b>Time allowed for Technical Clarifications during technical evaluation</b>	2 Days
निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/ <b>Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)</b>	No
मूल्यांकन पद्धति/ <b>Evaluation Method</b>	Total value wise evaluation
मध्यस्थता खंड/ <b>Arbitration Clause</b>	No
सुलह खंड/ <b>Mediation Clause</b>	No

**ईएमडी विवरण/EMD Detail**

आवश्यकता/Required	No
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**ईपीबीजी विवरण /ePBG Detail**

आवश्यकता/Required	No
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**विभाजन/Splitting**

विभाजन/Splitting Applied	Yes
बोलीदाताओं की अधिकतम संख्या, जिनके बीच ऑर्डर विभाजित किया जा सकता है। / Maximum No. Of Bidders Amongst Which Order May Be Split	2
विभाजन मानदंड इस बात पर आधारित है कि कौन सी क्वांटिटी को वितरित किया जाएगा / Split Criteria based on which quantity will be distributed	70%:30%

**एमआईआई खरीद वरीयता / MII Purchase Preference**

एमआईआई खरीद वरीयता / MII Purchase Preference	Yes
मेक इन इंडिया विक्रेताओं को खरीद में प्राथमिकता, यदि उनका मूल्य $L1+X\%$ तक की सीमा में है / Purchase Preference to MII sellers available upto price within $L1+X\%$	20
मेक इन इंडिया खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MII purchase preference	50
सार्वजनिक खरीद (मेक-इन-इंडिया को प्राथमिकता) आदेश 2017 के अनुसार केवल क्लास 1/क्लास 2 के स्थानीय आपूर्तिकर्ताओं को ही भागीदारी की अनुमति है दिनांक 16.09.2020 (समय-समय पर संशोधित एवं लागू) / Allow participation only from Class 1/Class 2 local suppliers as per the Public procurement(Preference to Make-in-india) order 2017 date 16.09.2020(as amended and applicable time to time)	Yes, in compliance with the MII ORDER : DPIIT Order(as amended and applicable time to time)

**एमएसई खरीद वरीयता/MSE Purchase Preference**

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं को खरीद में प्राथमिकता, यदि उनका मूल्य $L1+X\%$ तक की सीमा में हो / Purchase Preference to MSE OEMs available upto price within $L1+X\%$	15
सूक्ष्म और लघु उद्यम को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MSE purchase preference	70

1. Preference to Make In India products (For bids < 200 Crore):Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate .The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023.

[OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

2. Purchase preference will be given to MSEs having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service and Buyer will decide eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 70% (selected by Buyer) percentage of total quantity. The buyers are advised to refer the OM No. F.1/4/2021-PPD dated 18.05.2023 [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

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

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

#### **42% AL. MWA-42, FC Mortar ( 500 tonne )**

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

#### **तकनीकी विशिष्टियाँ /Technical Specifications**

क्रेता विशिष्टि दस्तावेज़ /Buyer Specification Document	<a href="#">Download</a>
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**परेषिती/रिपोर्टिंग अधिकारी तथा मात्रा/Consignees/Reporting Officer and Quantity**

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	डिलीवरी अनुसूची /Delivery Schedule अनुबंध प्रारंभ होने की तारीख से दिनों की संख्या में /(In number of days from contract start days)		
1	Kondeti Pullayya	530031,CENTRAL STORES BUILDING VISAKHAPATNAM STEEL PLANT	मात्रा /Quantity	प्रारंभ होने की तारीख से डिलीवरी /Delivery to start after	डिलीवरी _____तक पूरी कर ली जाए /Delivery to be completed by
			200	1	60
			200	61	120
			100	121	180

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

### 1. Generic

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity up to 25% of the contracted quantity during the currency of the contract at the contracted rates. The delivery period of quantity shall commence from the last date of original delivery order and in cases where option clause is exercised during the extended delivery period the additional time shall commence from the last date of extended delivery period. The additional delivery time shall be  $(\text{Increased quantity} \div \text{Original quantity}) \times \text{Original delivery period (in days)}$ , 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. Scope of Supply

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

### 3. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

DRAFT ATC (ADDITIONAL TERMS & CONDITIONS) FOR GEM BID NO: GEM/2026/B/7417780

1. SCOPE OF WORK & QTY. : SUPPLY OF FIRE CLAY MORTARS FOR CO & CCP:

QTY: 500 MT (Mat Code: 3800517)

2. Specification: As per RINL-VSP's Specification Sheet No. VSP/RED/BF/IN/01 attached/linked with the bid d

ocument. Supplier should manufacture and supply the material as per the RINL-VSP's Specification Sheet only.

3. The Bids received from common IP address shall be summarily rejected, without any further notice.

#### 4. PRE-QUALIFICATION CRITERIA (PQC) FOR SUPPLY OF FIRE CLAY MORTARS FOR CO & CCP (VITAL):

3.1 Offer from parties enlisted in Grp/sub grp 67/069 (Fireclay & Grog Mortar) of RINL/VSP are to be considered.

3.2 For non enlisted vendors other than above, the below criteria must be met :

3.2.1 The vendor/bidder should be a manufacturer of either of Monolithic Powders /refractory mortars/ Concretes/ Castable/ Gunning Compounds. For the above party to enclose Udyam Registration certificate or State Government Department of Industries certificate.

3.2.2 The vendor/bidder should have supplied Fireclay mortar (more than 32% Al<sub>2</sub>O<sub>3</sub>) to any integrated steel plants in India within the past 5 years.

3.2.3 The vendor/bidder has to submit Purchase Orders / Contracts executed for a quantity of minimum 270 MT of fireclay mortar ( more than 32% Al<sub>2</sub>O<sub>3</sub>) cumulatively within the last 5 years from this bid date (i.e. tender date). The PO date/amendment date or delivery date of material (full/part quantity) of the order should be within the last 5 years from this Bid date (i.e tender date) to be considered against their eligibility.

For this purpose, vendor/bidder has to furnish copy of the Purchase Order and subsequent amendments, if any, containing the Purchase Order No, Order Date, Delivery Schedule, etc. issued by their customer. All the pages of the PO copy and subsequent amendments, if any, furnished by the bidder should be self-attested by them with clear mention of name & designation of the signatory and name of the organization. If only amendment of PO copies are furnished without the original PO copy,

then same shall not be adequate as proof of their credential.

3.2.4 The vendor/bidder has to submit self attested copies of either Tax invoice/ delivery challan /GARN etc as evidence for supply of minimum 270 MT of fireclay mortar ( more than 32% Al<sub>2</sub>O<sub>3</sub>) pertaining to above Purchase Orders.

The offers, not fulfilling the above VITAL conditions will not be evaluated.

#### 5. Establishment of Credibility of Non-Enlisted/Non-Assessed Vendors:

If a tenderer who responds to this Bid is presently not enlisted/assessed with RINL-VSP as an approved vendor for 'FIRE CLAY MORTARS FOR CO & CCP, has to upload the following documents in their offer on GeM.

(a) Notarized Statutory manufacturing / service industry registration certificate, i.e., Udyam

Registration / Udyog Aadhar Memorandum / EM- Part II issued by DIC / NSIC registration certificate for the same / similar tendered item(s) for MSEs.

(or)

Notarized copy of Certificate of Registration of Shops and Establishments for a Dealer /Agent /Trader etc.

(or)

Notarized copy of Certificate of Incorporation along with Memorandum and Articles of Association of the Private / Public Limited companies.

(b) Notarized Copy of Proprietary / Partnership deeds in case of Proprietary / Partnership firms.

(c) Notarized copy of GST registration certificate and PAN card copy in the name of company in case of Limited companies or In the name of Individuals in case of Proprietary firms.

(d) Self-attested financial worth and audited financial statements (Balance Sheet and Profit & Loss Statement) for the last three (3) financial years.

(e) Self-attested copies of either Tax invoice/ delivery challan /GARN etc as evidence for supply of minimum 270 MT of fireclay mortar ( more than 32% Al<sub>2</sub>O<sub>3</sub>) pertaining to above Purchase Orders.

(f) Self-certified ISO certificate, if any.

#### 6. Public Procurement (Preference to Make in India):

Eligibility of Class-I Local Supplier / Class-II Local Supplier / Non-local Suppliers, Purchase Preference, applicability in tenders, Minimum Local content, verification of local content, and related provisions etc shall be as per Order No. P-45021/2/2017-PP (BE-II) dtd. 16.09.2020 from Department for Promotion of Industry and Internal Trade (Public Procurement Section), Ministry of Commerce and Industry, Government of India.

For the purpose of this Bid, the Order of preference (Public Procurement Policy (PPP) & Make in India (MII)) is as under:

#### 7. PURCHASE PREFERENCE:

7.1 Purchase Preference will be accorded to Micro & Small Entrepreneurs (MSEs/SSIs) and Make in India

Class-1 Local Suppliers (MII Class-1) as per the prevailing Orders / Policy / guidelines of Govt. / RINL

subject to fulfillment of eligibility and submission of requisite/ stipulated supporting documents; and

subject to matching of the L-1 Price.

7.2 Conditions for availing benefit is detailed under Cl.No. 8.0 of Detailed Terms and conditions of Invitation to Supply Tender (Ref VSP's web site: [www.vizagsteel.com](http://www.vizagsteel.com)) and Cl. No.7.2.1 below by Micro & Small Entrepreneurs (SSIs):

7.2.1 The SSI unit shall submit notary attested copy of a valid SSI/MSE Registration Certificate / Entrepreneur Memorandum Acknowledgement Part - II issued by any of the following for the items / item category for which they are registered for availing the relevant benefits

a) District Industries Centre of Visakhapatnam.

b) District Industries Centre of Srikakulam/ Vizianagaram/ East Godavari District i.e., units located within 100 KM of road distance of Visakhapatnam Steel Plant and falling under the jurisdiction of respective District Industries Centers. In case of Refractory items, units located within 200 KM of road distance of Visakhapatnam Steel Plant and falling under the jurisdiction of respective District Industries Centre.

c) NSIC registered units falling within the above jurisdictions i.e., in a or b.

7.3 Purchase preference is accorded to MII Class-I local supplier, subject to their quoted price falling within 20% of L1 price, as per Order No. P-45021/2/2017-PP (BE-II) Dt. 04.06.2020 of DPIIT, Ministry of Commerce, GOI. In case the Tenderer is entitled to get benefit under Make in India policy as per Order No. P-45021/2/2017-PP (BE-II) Dt. 04.06.2020.

7.4 For the purpose of this tender, the Order of preference (Public Procurement Policy (PPP) & Make in India (MII)) is as under:

a) Local MSEs - Till the total quantity on Local MSEs equals or exceeds 50%.

b) AIMSEs - Till the total quantity on AIMSEs (including Local MSEs) equals or exceeds 25%.

c) MII Class 1 Local Suppliers - Till the total quantity on Class 1 Suppliers equals or exceeds 50%

d) Others (including MSEs/Non MSEs/ MII/ non MII) in the order of ranking.

In case the quantity offered to Local MSE(s) do(es) not match the L-1 LNIP price, the quantity will be offered to eligible AIMSE; if either of eligible Local MSE or AIMSE do(es) not match the L-1 LNIP price, the quantity will be offered to eligible MII Class 1 Local Supplier. In case none of the above matches the L-1 LNIP price, the quantity will be offered to others in order of their ranking.

8. TECHNICAL SPECIFICATION: As per GeM Bid and attached document.

9. Marking, Packing and Dispatch:

9.1 The mortar shall be packed in new 25 Kg HDPE bags or HDPE lined paper bags.

9.2 All the bags should have the marking of supplier's name, PO No. ,quantity and type of material. All these things to be stamped legibly in water insoluble paints with big letters.

9.3 Mortar bags are to be placed inside weather proof jumbo bags of about 1 MT capacity.

9.3 After manufacture the mortar shall be stored in a covered shed and protected from rain, dust, water seepage and other atmospheric conditions at manufacturer's premises.

10. Test Certificate (TC): Supplier shall submit 'Material Test Certificate' from Govt/Govt approved Lab OR NABL Lab OR ISO lab.

11. Inspection: Pre-Despatch Inspection of the material shall be carried out by VSP's Authorized Agency at the supplier's premise.

12. Delivery Schedule:

As per Bid Document. However, the actual delivery would be regulated by RINL, VSP as per the site / plant production requirement from time to time. RINL/VSP reserves the right to revise / prepone / postpone the delivery schedule depending upon its requirements, without any additional financial implication to RINL,VSP.

13. RINL reserves the right to negotiate with the tenderers without prejudice to their quoted price.

14. Number of Source: 02 (Two)

The intended Number of Sources is 'TWO'. The bid quantity may be split in two sources as per the site requirement and MII & MSE policy of buyer; subject to Purchase Preference to eligible MSEs and Make-In-India suppliers; subject to matching L1 price by any of the tenderers from L2 onwards in the order of ranking. If one of the L2 tenderers onwards matches the L1 price, then full tendered quantity may be ordered on the L1 tenderer.

15. Price Firmness:

Price shall be quoted in Rs. per MT for supply on "FOR VSP Stores" basis (inclusive of Material price, Freight, transit insurance, taxes / GST, etc.) and the price finalized shall remain firm till completion of supplies.

"GST shall be applicable on all penalties (like Liquidated Damages, penalties for variation in material specification, Risk purchase recovery, shortages, penalty for late lifting/ delivery, forfeiture of EMD / PG Bond/ Security Deposit etc) if levied by the Purchaser on the Seller/Supplier and Shall be recovered along with GST applicable thereon. The Purchaser shall issue Tax Invoice in favour of the Seller/Supplier for such recoveries."

16. Notwithstanding anything specified in this Tender Document, RINL at its sole discretion, unconditionally and without having to assign any reason, reserves to itself the right:

- a) To accept or reject the lowest priced tender or any other tender or all the tenders;
- b) To accept any tender in full or in part quantity;
- c) To reject the offers not conforming to the tender terms and
- d) To accord Purchase preference to Public Sector Undertakings wherever applicable as per Government policy/ Guidelines.
- e) To extend purchase preference to Local & Non-Local SSIs / MSEs (Micro and Small Enterprises), subject to submission of documents as stipulated.

17. Payment Terms:

100% payment of the value of each consignment shall be made against submission of bills along with VSP's acceptance GARN (Goods Acceptance / Rejection Note). Payment shall be released on 60th day (21st day for Local Micro and Small enterprises and 45th day for non-local MSEs, subject to submission of documents as stipulated for availing MSE benefits) from the date of acceptance of material at VSP (i.e. GARN date).

Payment shall be made by NEFT/RTGS mode or such other mode of electronic fund transfer offered by banks. Tenderers must furnish the required bank account details to VSP in prescribed proforma so that the same can be updated in VSP's database.

18. All other terms & conditions as per the ITT and VSP's GCC.

a. BID SECURITY (In Lieu of Earnest Money Deposit): The tender shall be considered only if " Bid Security Declaration " is submitted as per the stipulated format enclosed as Annexure-I to ATC of Bid document. The Bid Security Declaration shall be signed by a person having Legal capacity to sign the Bid Security Declaration.

b. The bidder shall submit a documentary proof (viz. certified/true copy of board resolution / Power of Attorney etc.) with respect to Legal capacity of person signing the Bid Security Declaration. Offer received without Bid Security Declaration and / or documentary proof (viz. certified/true copy of board resolution / Power of Attorney etc.) with respect to Legal capacity of person signing the Bid Security Declaration is liable for rejection.

c. As per the declaration, bidder may be debarred for a period of 3 years, for the reasons as mentioned in the declaration, from the date of issue of order for debarment. The order for debarment shall be issued within 30 days from the date of establishment of the default occurrence.

d. The following categories are exempted from submission of Bid Security:

i) Central/State Government Public Sector Undertakings of India.

ii) SSI Units/Micro and Small Scale Enterprises (MSEs) registered with NSIC/District Industries Centre of the State Government concerned for the item (s)/item category of tendered item (s) for which the tenderer is r

registered with the respective authority.

iii) Manufacturing Units registered with RINL for the tendered item (s).

Note: SSIs/MSEs and units registered with RINL need to submit Bid SECURITY Declaration.

19. Right to accept/reject offers: RINL/VSP does not pledge itself to accept the lowest priced Offer or any other Offer and reserves to itself the right of accepting the whole or any part of the tender/Offer or portion of the quantity tendered and the tenderers (bidders) shall supply the same at the rate quoted.

20. Weighment: All the trucks shall be weighed at destination i.e., at VSP's weighbridge. The weight recorded at VSP weighbridge or in L/R or in Supplier's Invoice/Packing List, whichever is lower, shall be the basis for goods acceptance and payment.

21. Liquidated Damages: Shall be as per GeM GTC clause no. 15. (iii) with following addition/modification:

"subject to a maximum of 10% of value of such consignments, excluding Taxes. For levy of LD in case of late delivery, date of receipt of material by RINL-VSP Stores along with necessary documents shall be considered as date of delivery, subject to acceptance of material by RINL-VSP after inspection."

22. Documents To Be Uploaded: by the bidder/seller during bid participation in GeM:

- i. This Bid Document, Specification, Drawing, Corrigendum if any, etc. duly signed and stamped by bidder on all pages, confirming acceptance.
- ii. Specification document, duly signed and stamped by bidder
- iii. Bid Security Declaration as specified at Para 18.0 above & ANNEXURE-I of ATC.
- iv. Certificate issued by Statutory / Cost Auditor /Self Declaration as per ANNEXURE-II of ATC
- v. Letter in original as a token of acceptance of the RINL terms and conditions mentioned in the tender, as per the proforma given at ANNEXURE-III of the ATC.
- vi. Letter of Authority from the Manufacturer as per ANNEXURE-IV of ATC
- vii. Format non-collusive tendering certificate given at ANNEXURE-V of the ATC.
- viii. Integrity pact (if applicable).
- ix. Format for Undertaking (ANNEXURE VI)
- x. Bidders must select the MSE option to claim MSE benefits while submitting the offer on GeM itself and upload their Udyam Registration for same/similar category of item(s) as per terms & conditions of this Bid.
- xi. Authorization Certificate from original manufacturer, duly signed, to be submitted by traders in prescribed format mentioned above.

23. Guarantee:

Supplies are to be guaranteed for 12 (twelve) months from the date of use or 18 (eighteen) months from t

the date of receipt and acceptance, whichever is earlier.

#### 24. Default:

Should the SELLER fail to provide the MATERIAL for delivery by the time or times agreed upon or should the SELLER in any manner or otherwise fail to perform the Acceptance to Tender or should a receiver be appointed on its assets or make or enter into any arrangements or composition with Creditors or suspend payments (or being a company should enter into liquidation either compulsory or voluntary), the PURCHASER shall have power to declare the Acceptance to Tender as at an end at the risk and cost of the SELLER in every way. In such a case, the SELLER shall be liable for any expenses, damages or losses which the PURCHASER may incur, sustain or be put to by reason of or in connection with SELLER's default. This Clause is however subject to Force Majeure Clause.

#### 25. Risk Purchase:

The PURCHASER reserves the right to take Risk Purchase action at the cost and risk of the SELLER, in case he fails to deliver the materials in the specified schedule and the differential cost shall be recovered. The cancellation of the Purchase Order as stated above may be either for whole or part of the Purchase Order at PURCHASER's option. In the event of the PURCHASER terminating the Purchase Order in whole or in part, he may procure, on such terms and in such manner as he deems appropriate, supplies similar to those so terminated and the SELLER shall be liable to the PURCHASER for any excess costs for such similar supplies. However, in case of part termination of Purchase Order by the PURCHASER, the SELLER shall continue the performance of the Acceptance to Tender to the extent it is not terminated under the provisions of this Clause.

#### 26. Recovery of Sums Due:

Whenever under this Acceptance to Tender any sum of money is recoverable from and payable by the SELLER, the PURCHASER shall be entitled to deduct such sum from any amount then found payable to the SELLER by the PURCHASER or which at any time thereafter may be found to be payable to the SELLER by the PURCHASER under this or any other Purchase Order with the PURCHASER. Should this sum be not sufficient to cover the full amount recoverable, the SELLER shall pay to the PURCHASER on demand the remaining balance amount. This action shall be without prejudice to the right of the PURCHASER to take legal action against the SELLER for the breach of the Purchase Order.

#### 27. ARBITRATION:

In the event of any dispute arising between the Parties in relation to or under this Acceptance to Tender, the same shall be settled by Arbitration conducted in accordance with the Rules of Arbitration of the Indian Council of Arbitration (ICA). The decision of the Arbitration Tribunal shall be final and binding. Cost of arbitration to be borne by the losing party. The venue of arbitration shall be Visakhapatnam, India and arbitration shall be conducted in English language. The arbitral award shall be enforced in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

#### 28. LEGAL INTERPRETATIONS:

The Order and the arbitration shall be governed by and construed according to the laws of India for the time being in force.

## 29. Revenue Policy of GeM:

Transaction charges shall be levied by GeM as per Revenue Policy of GeM w.e.f. 01.06.2020 available in GeM website under "Terms and Conditions >> Sellers >> Revenue policy of GeM".

## 30. Input Tax Credit:

The successful Tenderer/Supplier shall dispatch materials on door delivery basis against GST Invoice which shall be handed over to RINL/VSP for availing Input Tax Credit as per the GST Act. In case of non-submission of relevant documents by the successful Tenderer/Supplier due to which, RINL/VSP cannot avail Input Tax Credit, the amount equivalent to the loss of Input Tax Credit along with applicable Interest as per the GST Act, shall be recovered from the amount due to them. The Suppliers/Vendors shall upload the details of Tax Invoices raised by them on RINL/VSP in the monthly return (GSTR-1) of the month in which Invoices are raised i.e., by 10th of subsequent month / as extended by the Government.

In case of incorrect details/information (or) invalid/false documents furnished by the Tenderers in respect of GST, the consequential loss/consequences and Financial Implications, if any, as per the GST Act, shall be to the Tenderer's account.

The Vendor/Supplier/Contractor shall comply with all necessary Statutory compliances including but not limited to providing GST Invoices or other Documentation as per GST Law relating to the above Supply/Services to RINL, uploading the details of the Invoice, Payment of Taxes, Timely filing of valid Statutory Returns for the Tax Period in the Goods and Services Tax Portal. In case the Input Tax Credit of GST is denied or demand is recovered from RINL on account of any act of the Vendor/Supplier, including but not limited to non-payment of GST charged and recovered, non-generation of E-Way Bill, non-filing of Returns, non-uploading/improper uploading of valid invoices raised on RINL in the Returns, etc., the Vendor/Supplier/Contractor shall indemnify RINL in respect of all Claims of Tax, Penalty and/or Interest, Loss, Damages, Costs, Expenses and Liability that may arise due to such non-compliance. Such amount shall be recovered from any Payments due to the Vendor/Supplier/Contractor or from Security Deposit or any other amount available with RINL in the same Contract or in any other Contracts including future Contracts. If any Tax has been paid by the Vendor/Supplier/Contractor in pursuance of any demand on account of suppression, fraud or wilful misstatements of facts; then, the same shall not be passed on to RINL through Debit Notes or Invoices or Supplementary Invoices.

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

## 31. COMPLETENESS OF THE AGREEMENT AND MODIFICATION:

This Order supercedes all previous negotiations between the parties hereto. There are no understandings or agreement between the PURCHASER and the SUPPLIER which are not fully expressed herein and no statement or agreement, oral or written, made prior to or at the signing hereof shall affect or modify the terms hereof or otherwise be binding on the parties hereto. No change in respect of the terms covered by this Order shall be valid unless the same is agreed to in writing by the parties hereto specifically stating the same as an amendment to this Order.

## 32. WAIVER:

Failure of the Purchaser to insist upon strict performance of any terms and conditions of the contract will not be deemed a waiver of any rights or remedies that the PURCHASER may have and will not be deemed a

waiver of any subsequent default under the terms and conditions of the contract. No right or remedy of the PURCHASER will be exclusive of any other right or remedy and the Purchaser will have all rights and remedies given under the Contract and now or hereafter existing in law or by statute. The despatch or delivery by the SUPPLIER or receiving of or payment by the PURCHASER for the MATERIAL under this Contract, will not be deemed a waiver of any rights for any prior failure by the SUPPLIER to comply with any of the provisions of the Contract.

### 33. FORCE MAJEURE:

If at any time during the continuance of this contract the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reasons of any war, hostility, acts of public enemy, civil commotion, sabotage, fire, floods, explosions, epidemics, quarantine restriction, or acts of God (herein after referred to as eventualities) and provided notice of the happenings of any such eventuality (duly certified by International Chamber of Commerce in case of foreign parties) is given by either party to other within 21 days from the date of occurrence thereof, neither party shall by reasons of such eventuality be entitled to determine this Contract nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance. Deliveries under this Contract shall be resumed as soon as practicable after such eventuality has come to an end or ceased to exist and the decision of the Purchaser as to whether the deliveries have so resumed or not shall be final and conclusive. Provided further that if the performance in whole or in part of any obligations under this Contract is prevented or delayed by reasons of any such event for a period exceeding 60 days either party may at its option terminate the Contract. Provided also that the Contract, if terminated under this clause, the Purchaser shall be at liberty to take over from the Contractor at a price to be fixed by the Purchaser which shall be final, all unused, undamaged and acceptable material, bought out components and stores in course of manufacture in the possession of the Contractor at the time of such termination or such portion thereof as Purchaser may deem fit except such material, bought out components and stores as the Contractor may, with the concurrence of the Purchaser, elect to retain.

### 34. LIABILITY OF GOVERNMENT OF INDIA:

It is expressly understood and agreed by and between the SUPPLIER and the PURCHASER that the PURCHASER is entering into this Order solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood and agreed that the Govt. of India is not a party to this Order and has no liabilities, obligations or rights hereunder. It is expressly understood and agreed that the PURCHASER is an independent legal entity with power and authority to enter into contracts solely in its own behalf under the applicable laws of India and general principles of Contract Law. The SUPPLIER expressly agrees, acknowledges and understands that the PURCHASER is not an agent, representative or delegate of the Govt. of India. It is further understood and agreed that the Govt. of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of this Order. Accordingly, the SUPPLIER hereby expressly waives, releases and foregoes any and all actions or claims, including cross claims, impleader claims or counter claims against the Govt. of India arising out of this Order and covenants not to sue the Govt. of India in any manner, claim, cause of action or thing whatsoever arising of or under this Order.

35. Transportation: Transportation of the material is the responsibility of SUPPLIER up to VSP's Stores. Any transit breakage/damage shall be to supplier's account.

### 36. VALIDITY OF OFFER:

Each tenderer shall keep his offer firm and valid for acceptance by RINL/VSP for a period of 90 (Ninety) days from the actual date of opening of tender. Offer that is valid for a shorter period shall be rejected as non-responsive.

37. All other terms and conditions shall be as per VSP's General Conditions of Contract (GCC) for supply and Detailed Terms And Conditions of Invitation To Supply Tender Dtd.30.12.2024 which are available at our web site [www.vizagsteel.com](http://www.vizagsteel.com) (Both are available at [www.vizagsteel.com](http://www.vizagsteel.com) > Tenders > MM>Detailed terms

and conditions of Invitation to Tender (ITT) ).

Any Contradiction between the terms in this Tender document, GCC and Detailed Terms and Conditions of Invitation To Supply Tender, the terms in this Tender document shall prevail to the extent of such contradiction.

38. Any revised bids / any revision in offered price, terms & conditions, received after tender opening i.e. after opening of Techno-Commercial unpriced bids shall be rejected unless it has been furnished in response to a specific request from RINL-VSP.

39. This Bid ATC supplements/supersedes GeM GTC.

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ANNEXURE-I OF ATC

PRO-FORMA OF BID SECURITY DECLARATION

(To be submitted on Letter-Head of tenderer)

BID SECURITY DECLARATION

(In lieu of EMD)

GeM Bid No. : GeM/2026/B/\*\*\*\* Dated: (dd-mm-yyyy)

I/We have understood that, according to the conditions of Tender document, bids must be supported by a Bid Security Declaration (BSD). Accordingly, I am / We are submitting this "Bid Security Declaration" as follows:

I/We accept that, I/We will automatically be debarred from participation in all future tenders of RINL for a period of three (3) years and also already submitted bids (if any) shall not be considered for further evaluation, in case of any of the following:

1. If I/we withdraw/ modify our Bid after tender opening and during the period of bid validity stipulated in the tender document or any extension thereof.

(or)

2. Having been notified of the acceptance of our Bid by RINL, during the period of bid validity, if I / We,

(i) Fail or refuse to execute the Contract.

(or)

(ii) Fail or refuse to furnish the security deposit, as stipulated in the Tender Document/Work Order/ Letter of Acceptance/ Purchase Order.

[Signature]

In the capacity of:

[Legal capacity of person signing the Bid Security Declaration]

The bidder shall submit a documentary proof (viz. certified/true copy of board resolution / Power of Attorney etc.) with respect to Legal capacity of person signing the BSD.

Name:

[Complete name of person signing the Bid Security Declaration]

Duly authorized to sign the bid for and on behalf of: [Complete name of Bidder and Address]

Date: [Date of signing]

Corporate Seal: (wherever applicable)

Witness:

[Signature of person with and address]

Note: In case of a Joint Venture / Consortium, wherever allowed the BSD must be in the name of all partners to the Joint Venture / Consortium that submits the bid.

The Bidder shall submit a documentary proof (viz. certified/true copy of board resolution / Power of Attorney etc.) with respect to Legal capacity of person signing the Bid Security Declaration.

ANNEXURE-II OF ATC

FORMAT OF CERTIFICATE FROM STATUTORY AUDITOR OR COST AUDITOR OR SELF DECLARATION

Certificate for M/s. Rashtriya Ispat Nigam Limited Visakhapatnam Steel Plant, Visakhapatnam

In reference to GeM Bid No. \_\_\_\_\_ DATED: \_\_\_\_\_

To whomsoever it may concern

We have verified the records & documents produced before us by the management of M/s. ....  
..... having regd. Office at..... & having their manufacturing facility at .....and we hereby certify that in the event of placement of order, M/s..... shall supply the Tendered item with domestic value addition of more than .....(more than 20% or more than 50%, mention whichever is relevant).

Domestic value addition for Tendered item has been calculated as below:

“Domestic value addition shall be the net selling price (invoiced price excluding net domestic taxes and duties) minus the landed cost of imported input materials at the manufacturing plant in India (including all customs duties) as a proportion of the net selling price, in per cent.”

Further we also certify that the company is eligible to avail the benefits as per Make in India policy (Gazette No. G.S.R 385 (E) of Ministry of Steel, Government of India).

Statutory/ Cost Auditor of M/s. ....

Sign & Stamp

ANNEXURE-III OF ATC

ACCEPTANCE OF THE TERMS AND CONDITIONS MENTIONED IN THE TENDER

To

General Manager(MM) I/c,  
Block 'A' Purchase Department,  
Administrative Building,  
Rashtriya Ispat Nigam Ltd.,  
Visakhapatnam Steel Plant,  
Visakhapatnam-530 031 (A.P).

Dear Sir,

Sub: Acceptance of the Terms and Conditions

Ref: 1) Your ITT No.Pur. \_\_\_\_\_ dtd. \_\_\_\_\_  
2) Our Offer No. \_\_\_\_\_ dtd. \_\_\_\_\_

With reference to your Tender Notice No. \_\_\_\_\_ dtd. \_\_\_\_\_ for supply of FIRE CLAY MORTARS FOR CO & CCP, we hereby give our confirmation and acceptance of all the terms and conditions mentioned in the above captioned tender.

Thanking you,

Yours faithfully,

Dated:

(Signature and Seal of Tenderer)

ANNEXURE -IV OF ATC

LETTER OF AUTHORITY FROM ESTABLISHED PRODUCER OF THE MATERIAL

To

General Manager(MM) I/c  
Block 'A' Purchase Department,  
Administrative Building,  
Rashtriya Ispat Nigam Limited,  
Visakhapatnam Steel Plant,  
Visakhapatnam-530 031 (A.P).

Dear Sir,

Sub: Your Tender Notice No \_\_\_\_\_ dtd. \_\_\_\_\_.

1. We ..... an established and reputed .....(material) producer of ..... (place) do hereby authorise M/s.....(Name and address of tenderer) to make an offer in response to this invitation to tender.
2. No Company / Firm or individual other than M/s..... is authorized to represent us in regard to this business against this specific tender.
3. In the event, the offer made by M/s..... being considered by RINL for acceptance both M/s ..... and ourselves shall be jointly and severally responsible for the due and timely performance of the Order.
4. We hereby extend our full guarantee and warranty for the goods offered for supply against this Invitation to Tender by the above firm.

Yours faithfully

(NAME)

for & on behalf of M/s.....

(Signature and Name of the Material Producer with seal)

Note: This letter of authority should be on the Letter-Head of the material Producer and should be signed by a person competent and having the power of attorney to bind the Material Producer.

ANNEXURE-V OF ATC

FORMAT NON-COLLUSIVE TENDERING CERTIFICATE

(To be signed by an authorized person on the Tenderer's behalf)

To

RINL-VSP.

Dear Sir/ Madam,

Non-Collusive Tendering Certificate for {RFQ/ Tender No. ( ) Date ( )}

1. We, (name(s) of the tenderer(s)) of (address (es) of the tenderer(s)) refer to the bid/ offer against (the "Tender").

2. Non-collusion

We represent and warrant that in relation to the Tender:

(a) Our bid was developed genuinely, independently and made with the intention to accept the Contract if awarded;

(b) Our bid was not prepared with any agreement, arrangement, communication, understanding, promise of undertaking with any person (including any other tenderer or competitor) regarding:

- i) Prices;
- ii) Methods, factors or formulas used to calculate prices;
- iii) An intention or decision to submit a bid;
- iv) An intention or decision to withdraw a bid;
- v) The submission of bid that does not conform with the requirements of the tender;
- vi) The quality, quantity, specifications or delivery particulars of the products or services to which this tender relates; and
- vii) The terms of the bid, and we undertake that we will not, prior to the award of the Contract, enter into or engage in any of the foregoing.

3. Disclosure of in case of Job/ Project Contracts

We understand that we are required to disclose all intended sub-contracting arrangements relating to the Tender to the RINL, Place -----, including those which are entered into after the Contract is awarded. We warrant that we have duly disclosed and will continue to disclose such arrangements to the RINL, Place -----.

4. Consequences of breach or non-compliance

We understand that in the event of any breach or non-compliance with any warranties or undertakings in this certificate, the RINL, Place ----- may, at its discretion, invalidate our bid, exclude us in future tenders, pursue damages or other forms of redress from us (including but not limited to damages for delay, costs and expenses of re-tendering and other costs incurred), and /or (in the event that we are awarded the Contract) terminate the Contract.

Signed for and on behalf of the (tenderer) Signature:

Name: Position:

Date:

Note:

Para 2(b) is not applicable to Agreements, arrangements, communications, understandings, promises or undertakings with:

(a) RINL, Place;

(b) A joint venture partner, where joint venture agreements, arrangements, relevant to the bid exist and which are notified to the RINL, Place ----- ;

(c) Consultants or sub-contractors, provided that the communications are held in strict confidence and limited to the information required to facilitate that particular consultancy arrangement or sub-contract;

(d) Professional advisers, provided that the communications are held in strict confidence and limited to the information required for the adviser to render their professional advice in relation to the Tender;

(e) Insurers or brokers for the purpose of obtaining an insurance quote, provided that the communications are held in strict confidence and limited to the information required to facilitate that particular insurance arrangement; and

(f) Banks for the purpose of obtaining financing for the contract, provided that the communications are held in strict confidence and limited to the information required to facilitate that financing.

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ANNEXURE-VI OF ATC

FORMAT FOR UNDERTAKING TO BE SUBMITTED/ UPLOADED BY BIDDER ALONG WITH THE TENDER DOCUMENTS

I.....(Name and Designation) appointed as the attorney/ authorized signatory of the bidder (including its constituents) M/s.....(herein after called the bidder) for the purpose of the Tender Documents for.....as per the tender No..... of (RINL), do hereby solemnly affirm and state on the behalf of the bidder including its constituents as under:

1. I/We the bidder(s) am/are signing this document after carefully reading the contents of the above mentioned tender.
2. I/We declare and certify that I /we have not made any misleading or false representation anywhere in the tender submitted including the annexures thereto.
3. I/We also understand that my/ our offer will be evaluated based on the documents/ credentials submitted along with the offer and same shall be binding upon me/us.
4. I/We declare that the information and documents submitted along with the tender documents by me/ us are complete and correct and I /we are fully responsible for the authenticity and correctness of the information and documents, submitted by us.
5. I/We understand that at any time during process for evaluation of tenders, if any information /document submitted by me / us are found to be suppressing facts / forged / false / fabricated / fudged or incorrect, it shall lead to forfeiture of the EMD, if submitted, besides banning under the extant Guidelines for Banning of Business Dealings of RINL and initiating any legal action as deemed fit by RINL. Further, I/we (Name of the Bidder) and all my/ our constituents understand that my/ our offer shall be summarily rejected.
6. I/We also understand that at any time after award of contract, if the certificate(s) submitted by me / us are found to be suppressing facts / false/ forged/ fabricated / fudged or incorrect, it may lead to termination of the contract, along with forfeiture of EMD / SD and Performance Guarantee if submitted, besides any other action provided in the contract including banning under the extant Guidelines for Banning of Business Dealings of RINL and initiating any legal action as deemed fit by RINL.

(SEAL AND SIGNATURE OF THE BIDDER)

Place:

Date

\*\*\*\*\*

## 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---**