

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	06-05-2026 18:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	06-05-2026 18:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	180 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Steel
विभाग का नाम/Department Name	Steel Authority Of India Limited
संगठन का नाम/Organisation Name	Bokaro Steel Plant
कार्यालय का नाम/Office Name	Bslp61
कुल मात्रा/Total Quantity	7700
वस्तु श्रेणी /Item Category	CERAMIC CLOTH 3MM+ +/-10%
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	CERAMIC CLOTH 3MM +/-10%
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Reusable / Washable Cloth Face Mask, Gamjee Rolls / Pads (V2), Theft Proof Rifle Racks
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	<ul style="list-style-type: none"> • Gamjee Rolls / Pads (V2)
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) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	No

बिड विवरण/Bid Details

बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	3
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	7
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	1
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	Yes
रिवर्स नीलामी योग्यता नियम/RA Qualification Rule	H1-Highest Priced Bid Elimination
क्रेता के लिए उपलब्ध आईटीसी/ITC available to buyer	Yes
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	3 Days
निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

आवश्यकता/Required	No
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ईपीबीजी विवरण /ePBG Detail

आवश्यकता/Required	No
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बोली विभाजन लागू नहीं किया गया/ Bid splitting not applied.

एमआईआई खरीद वरीयता / MII Purchase Preference

एमआईआई खरीद वरीयता / MII Purchase Preference	Yes
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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	25

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 25% (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:

- If number of technically qualified bidders are only 2 or 3.
- If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.
- In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
- 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
- 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

If the buyer has mentioned MSE purchase preference in ATC then service provider is required to upload necessary documents for MSE purchase preference for verification by the buyer during evaluation.

CERAMIC CLOTH 3MM+ /-10% (7700 kilogram)

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

तकनीकी विशिष्टियाँ /Technical Specifications

क्रेता विशिष्टि दस्तावेज़ /Buyer Specification Document	Download
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इनपुट कर क्रेडिट(आईटीसी) तथा रिवर्स प्रभार (आरसीएम)/Input Tax Credit(ITC) and Reverse Charge(RCM) Details

जीएसटी पर इनपुट कर क्रेडिट /ITC on GST	जीएसटी उपकर कर क्रेडिट /ITC on GST Cess
100%	NA

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	Kunal Kumar	827001,DGM(Stores), Stores Department, Steel Gate, Gate No.-9, Bokaro Steel Plant, Bokaro Steel City-827001, Jharkhand	7700	120

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. **Generic**

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

3. **Scope of Supply**

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

4. **Certificates**

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

5. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

PROCUREMENT OF CERAMIC CLOTH 3MM +/-10%

NOTE:

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A. Eligibility criteria:

SN	Content
1	Only Indigenous manufacturers are eligible to quote. The tenderer shall submit ISO Certificate / the Certificate from any Govt. / Govt. authorized agency to show that the bidder is a manufacturer of similar category of items.
1.1	
1.2	The intending indigenous tenderer shall submit copies of purchase orders and tax invoices in support of supply of similar items(Ceramic cloth) successfully completed by them to any of the following organization during last seven years from Bid invitation date. <ul style="list-style-type: none">· Govt. Organization· PSU· Public limited company· Joint venture Company where at least one partner is Govt. Organization or PSU.

	1.3	In support of successful completion of Purchase orders mentioned and submitted by the tenders as required in para 1.1, they shall submit the performance certificate from the purchaser or submit a "self-attested declaration" that the items supplied against above purchase orders has no adverse report from the purchaser as on bid submission date and the above purchase orders are regular order, not a trial order.
	1.4	In case the supply is completed indirectly, then the tenderer has to submit relevant documents to establish that the end user of the item supplied against the above purchase orders is among the four types of organizations mentioned above.
2	2.1	To assess the financial capability, the tenderer shall submit audited annual balance sheet and Profit & Loss statement (with UDIN no.) for any consecutive three of the last four years from the bid invitation date. The average annual turnover value for any consecutive three of the last four years shall be equal to or more than the limiting turnover value of Rs 13.92 Lakhs.
	2.2	Provision for the firm who has started business since last two years : Case I : Turn over value is in increasing trend then average of the two turnover values must be equal to or more than the limiting turnover value as mentioned above in para 2.1. Case II :Turn over value is in decreasing trend then lower of the two turnover values must be equal to or more than the limiting turnover value as mentioned above in para 2.1.
	2.3	Provision for the firm who has started business since last one year only: 50% of the turnover value must be equal to or more than the limiting turnover value as mentioned above in para 2.1
3		The tenderer is required to submit self attested photocopies of documents in support of their eligibility and experience along with the techno commercial bid. In addition, the bidder shall submit an affidavit, as per format enclosed (Annexure-A), declaring that the documents submitted by them are genuine.
4		BSL reserves the right to call for original documents for verification at any time during tendering, evaluation and/or the execution of the contract. In case any of the documents/information submitted by the bidder/s are found to be false or containing any mis-representation of having any fraudulent declaration in it, then in such an eventuality, legal action (including cancellation of contract, banning of business dealings, damages, criminal proceedings, etc.) as deemed fit may be initiated by BSL against the bidder.

B. ITEM DETAIL:

ITEM:CERAMIC CLOTH 3MM +/-10%, (ITEM CODE: 72610000040127); QUANTITY: 7700.00 KG

ITEM SPECIFICATION:

CERAMIC CLOTH 3MM +/-10%

CERAMIC CLOTH PLAIN WOVEN MADE FROM ASBESTOS FREE, NON HAZARDOUS, ECO-FRIENDLY CERAMIC FIBRE REINFORCED WITH NON METALLIC MATERIAL, TREATED WITH VERMICULITE (SIO₂,MGO,AL₂O₃, K₂O,FE₂O₃,TIO₂,CAO,NA₂O)FOR HIGH TEMPERATURE OF 1000 DEGREE CENTIGRADE OR HIGHER .

THE MATERIAL SHOULD HAVE GOOD THERMAL AS WELL AS ELECTRICAL INSULATING PROPERTY. THE MATERIAL SHOULD HAVE LOW THERMAL CONDUCTIVITY OF 0.17W/MDEG OF LESS.

MATERIAL SHOULD HAVE LOW IGNITION LOSS OF 10% OR LESS (EFFECTIVE UNDER PH RANGE 2 TO 12,CHLORIDE CONTENT LESS THAN 100PPM)

MATERIAL DENSITY SHOULD BE BETWEEN 1.0 G/CM³ TO 1.2 G/CM³. MATERIAL SHOULD CONFORM TO IS: 14656 AND ASTM C892.

THICKNESS OF CLOTH SHOULD BE 3MM +/-10%

CLOTH SHOULD BE SUPPLIED IN 1 METER WIDTH AND 20 METER LENGTH PER ROLL.

C. Formats to be submitted

The tenderer shall be required to submit following duly filled & signed formats along with documents supporting eligibility criteria:

- i. **Format for Acceptance of terms and conditions of BI** (in Letter head)
- ii. **Format of Undertaking by the bidder** (in Letter head)
- iii. **Local Content Declaration (As per MII preference guidelines)** (in Letter head)
- iv. **Affidavit -(Annexure-A) -to be executed on non-judicial stamp paper of the value of Rs 100/- duly notarized**
- v. **Basic information about the vendor** (in Letter head)
- vi. **Annexure-S (credentials submitted by bidders during Tender Evaluation)** (in Letter head)
- vii. **Audited annual balance sheet and Profit & Loss statement (with UDIN no.) for any consecutive three of the last four year from the Bid invitation date. (UDIN no. to be clearly indicated)**

D. Terms and Conditions

- 1) **DELIVERY SCHEDULE:** Total quantity within 120 days of PO placement date.
- 2) **DELIVERY TERM:** FOR BSL STORE, B. S. CITY
- 3) **QUANTITY VARIATION:** SAIL/BSL reserves the right to increase or decrease the

- quantity by 25%.
- 4) **UNLOADING** : Unloading at BSL Stores is to be arranged by Bokaro Steel Plant (BSL).
 - 5) **PRICE**: Price shall remain FIRM during the Contract Period.
 - 6) **PAYMENT TERMS**: 100% against GRN.
 - 7) **TAX** : Applicable GST
- 8) **INSPECTION**
- Stage Inspection: Waived
Pre Dispatch Inspection: Waived
- Final Receipt Inspection:
Receipt Inspection: 1. Visual Inspection: 2. Verification of Docs
- Documents to be submitted: Guarantee Certificate
- Inspection Other Text:
1. BSL reserves the right to conduct inspection at any stage prior to despatch, irrespective of inspection clause given in the PO.
 2. All test reports / documents mentioned in PO have to be submitted in addition to the documents mentioned in inspection plan along with the material or whenever asked for.
 3. Clear, visible identification mark (IM) of the supplier/ manufacturer has to be given on the material and it has to be encircled, failing which the material may be rejected. The details of the "IM" and its location on the material has to be clearly mentioned in the invoice / challan / packing list.
- 9) **SECURITY DEPOSIT**: In the event of placement of order, the successful tenderer shall furnish Security Deposit to the extent of 3% (Three Percent) of the value of order within 21 (twenty one) days of order placement, in the form of Bank Guarantee as per BSL format.

**Failure for submission of Security Deposit:
In case the supplier/contractor delays submission of Security Deposit , a penalty of 0.2% of the original SD per completed day of delay, limited to an amount not exceeding 5% of the original SD amount shall be applicable. Payment for executed portion of order/contract should only commence on submission of requisite SD/PG.**

Security Deposit may be submitted in the form of online transfer, Demand Draft, Banker's Cheque, Bank Guarantee(BG) or Fixed Deposit Receipt (FDR) from any Scheduled Commercial Bank except Co-operative and Gramin Bank but shall not be accepted in cash.

BGs should be as per format of Bokaro Steel Plant provided, and SDBG shall be operable at the local Branch of the issuing bank at Bokaro Steel City.

The Security Deposit Bank Guarantee (SDBG) shall be kept valid and in full force and effect till a period of minimum three months from the date of last delivery schedule of the Purchase Order. However, the SDBG shall be released on application by the Seller after the Seller has discharged all his obligations under this contract. No claim shall lie on Security Deposit or depreciation in value.

SDBG shall be operable at the local Branch of issuing Bank located at Bokaro Steel Plant.

BSL's Banker details are as below:

STATE BANK OF INDIA

STEEL AUTHORITY OF INDIA LIMITED

BRANCH : BOKARO STEEL CITY (00246)

ACCOUNT NO: 10887277388

IFSC: SBIN0000246

- 10) **LIQUIDATED DAMAGES:** If the Seller/Service Provider fails to deliver any or all of the Goods/Services within the original/re-fixed delivery period(s) specified in the contract, the Buyer will be entitled to deduct/recover the Liquidated Damages for the delay, unless covered under Force Majeure conditions aforesaid, @ 0.5% of the contract value of delayed quantity per week or part of the week of delayed period as pre-estimated damages not exceeding 10% of the contract value of delayed quantity without any controversy/dispute of any sort whatsoever.
- 11) **RISK PURCHASE:** In case the Supplier fails to supply (partially or fully) as per allocation / delivery schedule, the purchaser shall be entitled at their option to purchase elsewhere on account and at risk and cost of Supplier, the items not delivered. The price differential in case of higher cost to SAIL/Bokaro Steel Plant, if any, shall have to be borne by the defaulting supplier. Moreover the defaulting Supplier shall have no claim over the allocated quantity, which the Supplier failed to supply.
- 12) **Rejection Clause:** The vendor must take back the rejected / damaged material & remove the same from the premises of Bokaro Steel plant within 30 days of this Document date failing which Bokaro Steel plant reserves the right to dispose off the material as it may deem fit without any financial repercussion & Bokaro Steel Plant shall stand absolved of all responsibilities towards the Material. In case of Physical receipt of excess material (Physical Excess) at Bokaro Steel plant, the supplier shall be allowed to take back the material within 30 days & subject to provision as per the Clause given above.
- 13) **Anti-bribery Undertaking:** By participating in this tender, the Suppliers/Vendors/Contractors are deemed to have undertaken that they shall not give or take any financial or non-financial bribe, to or from anyone during the tender or during the execution of the contract thereafter and if they notice any such incident happening, they shall report it to SAIL Vigilance.

Tenderers are requested to read the tender document carefully and submit their quote as per terms & conditions in GeM Portal.

Tenderers who submit their offers shall be deemed to have read, understood and accepted the General Terms and Conditions of Contract of Purchase (SAIL-P1) in addition to other terms and conditions mentioned in the tender document.

6. Buyer Added Bid Specific ATC

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

अस्वीकरण/Disclaimer

The Additional Terms and Conditions (ATC) have been incorporated by the Buyer after approval of their Competent Authority. The Buyer, is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any restriction arising in the bidding process due to these ATCs and including the modification of technical specifications and / or terms and conditions governing the bid. All representations / grievances pertaining to the ATC clauses shall be raised with the buyer organization directly and not with GeM. If any of the clause(s) is/are incorporated by the Buyer regarding the following, the bid & resultant contract shall be treated as null & void. Further, GeM reserves the right, at its sole discretion, to cancel

the bid forthwith, without issuance of any prior notice or intimation :-

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

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

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

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

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

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

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

action in accordance with the contract and applicable law.

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

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

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

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

---धन्यवाद/Thank You---