

**बिड दस्तावेज़ / Bid Document**

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	03-04-2026 11:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	03-04-2026 11:30:00
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	225000
वस्तु श्रेणी /Item Category	IRON ORE FLOWABILITY AID
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	IRON ORE FLOWABILITY AID
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Iron Ore Pellets For Direct Reduction Processes
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	<ul style="list-style-type: none"> <li>Iron Ore Pellets For Direct Reduction Processes</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
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Bidder Turnover,Certificate (Requested in ATC),OEM Authorization Certificate,Additional Doc 1 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों 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?	No

बिड विवरण/Bid Details	
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>	3
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/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	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
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

#### ईएमडी विवरण/EMD Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईएमडी राशि/EMD Amount	500000

#### ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईपीबीजी प्रतिशत (%) /ePBG Percentage(%)	3.00
ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).	12

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने है। एमएसई

केटेगरी 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).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 :**

AGM

Room-311,3rd floor ,ADM Building, Steel Authority of India Limited, Bokaro Steel Plant, B.S City,Jharkhand (Rajesh Kumar)

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

**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	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:

- 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

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.

## **IRON ORE FLOWABILITY AID ( 225000 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	<a href="#">Download</a>
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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.N o.	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	225000	365

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

**1. 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 %.

**2. Generic**

Bidder shall submit the following documents along with their bid for Vendor Code Creation:

- Copy of PAN Card.
- Copy of GSTIN.
- Copy of Cancelled Cheque.
- Copy of EFT Mandate duly certified by Bank.

**3. Generic**

Data Sheet of the product(s) offered in the bid, are to be uploaded along with the bid documents. Buyers can match and verify the Data Sheet with the product specifications offered. In case of any unexplained mismatch of technical parameters, the bid is liable for rejection.

**4. Generic**

**Manufacturer Authorization:**Wherever Authorised Distributors/service providers are submitting the bid, Authorisation Form /Certificate with OEM/Original Service Provider details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid

**5. Generic**

- The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
- The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
- The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due

performance of the Contract and the Sellers obligations there under.

#### 6. **Generic**

Without prejudice to Buyer's right to price adjustment by way of discount or any other right or remedy available to Buyer, Buyer may terminate the Contract or any part thereof by a written notice to the Seller, if:

- i) The Seller fails to comply with any material term of the Contract.
- ii) The Seller informs Buyer of its inability to deliver the Material(s) or any part thereof within the stipulated Delivery Period or such inability otherwise becomes apparent.
- iii) The Seller fails to deliver the Material(s) or any part thereof within the stipulated Delivery Period and/or to replace/rectify any rejected or defective Material(s) promptly.
- iv) The Seller becomes bankrupt or goes into liquidation.
- v) The Seller makes a general assignment for the benefit of creditors.
- vi) A receiver is appointed for any substantial property owned by the Seller.
- vii) The Seller has misrepresented to Buyer, acting on which misrepresentation Buyer has placed the Purchase Order on the Seller.

#### 7. **Generic**

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

#### 8. **Scope of Supply**

Scope of supply (Bid price to include all cost components) : Supply Installation Testing Commissioning of Goods and Training of operators and providing Statutory Clearances required (if any)

#### 9. **Inspection**

**Nominated Inspection Agency:** On behalf of the Buyer organization, any one of the following Inspection Agency would be conducting inspection of stores before acceptance:

Pre-dispatch Inspection at Seller Premises (applicable only if pre-dispatch inspection clause has been selected in ATC):

waived

Post Receipt Inspection at consignee site before acceptance of stores:  
At BSL Stores, B.S City

#### 10. **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.

#### 11. **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.

#### 12. **Buyer Added Bid Specific ATC**

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

### 13. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

ATC FOR OTE

**A. This is Open tender enquiry issued to all prospective bidders meeting the eligibility criteria can participate.**

### Eligibility Criteria for procurement of “Iron Ore Flow Ability Aid” on OTE:

SN	Contents
1	1.1 Only Indigenous manufacturers/suppliers are eligible to quote. The Intending Indigenous tenderer shall submit Copies of the Purchase Order & Store receipt vouchers <b>in support of manufacturing/supply of</b> tendered specification(as the case may be) to any of the following organization during last seven years from Bid Invitation date: <ul style="list-style-type: none"><li>· Govt. Organization</li><li>· PSU</li><li>· Public Ltd. Company</li><li>· Joint venture Company where at least one partner is Govt. Organization or PSU.</li></ul>
	1.2 In support of successful completion of Purchase orders mentioned and submitted by the tenderers as required in point 1.1, they shall submit performance Certificate from the Purchaser or submit a “self attested declaration” that the items supplied against the above Purchase Order has no adverse report from the Purchaser, as on bid submission date and the above Purchase orders is a regular Order, not a trial order.
	1.3 In case, the supply is completed indirectly, then the tenderer have 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 financial capability, the tenderer shall submit audited annual balance Sheet for any consecutive three of last four years from the bid invitation date and the limiting turnover value shall be Rs. 218 Lakhs. The average annual turnover of the firm for any consecutive three of last four years shall be equal to or more than <b>Rs.218 Lakhs.</b>
	2.2 <b>PROVISION FOR THE FIRM WHO HAS STARTED BUSINESS SINCE LAST TWO YEARS.</b> <b>CASE-I</b> Turn over value is in increasing trend then average of the two turn over values must be equal to or more than <b>Rs.218 Lakhs.</b> <b>CASE-II</b> Turn over value is in decreasing trend then lower of the two over values must be equal to or more than <b>Rs.218 Lakhs.</b>

2.3		<p><b>PROVISION FOR THE FIRM WHO HAS STARTED BUSINESS SINCE LAST ONE YEAR ONLY.</b></p> <p>50% of the turn over value must be equal to or more than <b>Rs.218 Lakhs.</b></p>
3		<p>A relaxation of 15% in Financial Turnover will be given for MSEs who are eligible for preference and Startups that are recognized by Department for industry &amp; internal Trade (DPIIT). However both of MSE and Startups shall have to meet eligibility conditions for quality &amp; technical specifications/requirement.</p>
4		<p>Tenderer shall have supplied minimum <b>1, 12,500 Kg</b> (50 % of tendered quantity) of the indented material in any one year during the last 07 years to any of PSUs/ Govt. Organizations/ Public Limited Company/ Steel Plants. Copy of Purchase Orders and corresponding R/R in support shall be furnished along with the techno-commercial bid.</p>
5		<p>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, bidder shall submit an affidavit in enclose format (Annexure-A), declaring that the documents submitted by them are genuine.</p>
6		<p>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 of any documents /information submitted by bidder(s) found false or containing any misrepresenting of having any fraudulent declaration in it, then in such an eventuality , legal action (Including cancellation of contract, banning of business dealing, damages, criminal proceedings, etc.) as deemed fit may be initiated by BSL against the bidder.</p>

## **B. Scope for Iron Ore Flow-ability Aid Polymer Powder:**

### **The detailed scope shall be as follows:**

- i. The vendor shall supply and apply flow-ability aid material on "as required" basis or as per the instruction of dosing authority.
- ii. Total material may be supplied in four different lots, with each lot constituting 25% of the PO quantity, subject to prior clearance by BSL. Lot quantities may be revised based on plant requirements. The ordered quantity may be revised by up to 25% of the PO quantity.
- iii. The scope includes supply and application of the flow-ability aid compound, which when added to wet iron ore lump/fines using dosing arrangements enhances the flow-ability and reduces jamming in feeders, bunkers, and chutes.
- iv. The water absorbing capacity of the material/compound: With distilled water minimum 500 times.
- v. Supply of customized portable chemical dosing equipment/machines/arrangement at desired locations (minimum 10 units) for flow-ability aid material application on a returnable basis. The dosing system shall include automation elements such as sensors, control panels, and dosing machines to detect incoming material and regulate dosing based on incoming material characteristics. This will result in optimized dosing and real-time data generation. The real-time system shall provide daily, weekly, and monthly consumption reports and charts, along with consumption trends and connectivity to BSL SCADA system.
- vi. Transportation, loading, and unloading of flow-ability aid material from BSL store to dosing sites shall be performed by the vendor. Storage space/Shed development for keeping the material safely shall be done by the vendor.
- vii. Arrangement for deployment of required manpower across three shifts for application of flow-ability aid material to iron ore fines. Additionally, supervision, erection, and commissioning of dosing equipment for iron ore flow-ability material application shall be conducted by the vendor.
- viii. Joint supervision/coordination of iron ore flow-ability aid material feeding across three shifts or as per plant requirements.
- ix. Maintenance of a logbook detailing flow-ability aid material feeding and moisture content, including start/stop times of material feeding.
- x. PO validity: 1 year.

- xi. Payment of 80% on supplied quantity after GRN completion and remaining 20% after successful application within the PO period.
- xii. The vendor shall provide tarpaulin covers to protect flow-ability aid material stock from water/ moisture.

**Scope of BSL:**

- i. Electrical supply # 3-phase and single-phase sources.
- ii. Storage space for chemicals and dosing machines. However, storage space development shall be at the supplier's cost.

**Special Conditions:**

- i. Material shall be packed in 20 kg gunny bags with at least two layers of water/moisture protection.
- ii. Outer packaging shall be sufficiently robust to prevent damage to gunny bags during material handling.
- iii. Material details shall be clearly marked on the exterior packaging of gunny bags.
- iv. Damaged and opened packets will not be accepted, and the vendor shall remove them from the storage area at their own cost.
- v. Material delivery and dosing commencement shall be completed within 10 days of clearance provided by RMHP, BSL.

**C. INSPECTION:**

**INSPECTION PLAN NO: 100336**

STAGE INSPECTION: WAIVED

PREDISPATCH INSPECTION (INDIGENOUS): WAIVED

PREDISPATCH INSPECTION (IMPORT): WAIVED

**FINAL RECEIPT INSPECTION:  
RECEIPT INSPECTION**

- 1. VISUAL INSPECTION
- 2. VERIFICATION OF DOCUMENTS
- 3. CHECKING WITH PURCHASE ORDER SPECIFICATION

**QAP & DOCUMENTS TO BE SUBMITTED:**

**Iron Ore flowability aid**

- 1. NAME OF ITEM/COMPONENT: Iron Ore Flowability Aid Material
  - A. Material characteristics: Form  
Requirement: Granular powder
  - B. Material characteristics: Colour  
Requirement: White
  - C. Material characteristics: Melting Point  
Requirement: Greater than 390 deg F (greater than 200 deg C)
  - D. Material characteristics: Apparent bulk density  
Requirement: 0.65gm per cc
  - E. Material characteristics: Free absorbency in distilled water  
Requirement: 1gm of flowability aid material should absorb at least 250gm of distilled water
  - F. Material characteristics: PH  
Requirement: 6.5 - 7.0
  - G. Material characteristics: Vapour pressure

- Requirement: Greater than 10mmHg
- H. Material characteristics: Soluble in water  
Requirement: not soluble
- I. Material characteristics: Size  
Requirement: minus 1mm equals to 100 percent minus 0.5mm equals to minimum 50 percent

ISSUING AGENCY: Manufacturers' batch test certificate

2. Form of supply: In 20 kg water proof bags with clear mention of manufacturing date, batch number etc.
3. Shelf life: Minimum 12 months from the date of supply.
4. Guarantee Certificate
5. Inspection of characteristics at sl no. A, B, E, H and I to be done. Receipt inspection to be done in presence of indenter and inspection representative and decision will be taken based on the result however, if manufacturer's representative willing to witness the testing they may be given permission. Equipment of testing to be provided by indenter.
6. Random samples from different bags of each lot of supply to be done at BSL stores. Total sample size 500gm.
7. Type test will be conducted on receipt in the following manner:- 5Kg IOF will be added with suitable amount of water to make moisture content approx 14 percent and calculated amount of flowability aid material will be added and will be stirred well for 5 to 10 minutes. It will be checked visually whether the granules for formation has taken place on an inclined plate to observe the flowability of the processed IOF.

**INSPECTION TEXT:**

1. BSL RESERVES THE RIGHT TO CONDUCT INSPECTION AT ANY STAGE PRIOR TO DESPATCH OR AFTER RECEIPT INCLUDING TESTING OF MATERIALS 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" & ITS LOCATION ON THE MATERIAL HAS TO BE CLEARLY MENTIONED IN THE INVOICE / CHALLAN / PACKING LIST.

**D. KINDLY SUBMIT THE FOLLOWING DOCUMENTS ALONG WITH BID:**

1. SELF ANNEXURE A - AFFIDAVIT AS PER FORMAT ATTACHED ON NOTARIZED STAMP PAPER.
2. FORM 5- FORMAT OF BANK GUARANTEE FOR SECURING DEPOSIT.
3. SELF CERTIFICATE UNDER PREFERENCE TO "MAKE IN INDIA" POLICY INDICATING WHETHER YOU ARE CLASS-I LOCAL SUPPLIER / CLASS-II LOCAL SUPPLIER, PERCENTAGE OF LOCAL CONTENT FOR T

THE ITEM AND LOCATIONS AT WHICH THE LOCAL VALUE ADDITION IS MADE.

4. IN CASE OF DEALER OR AUTHORIZED DISTRIBUTORS, GEM BID SPECIFIC OEM AUTHORIZATION CERTIFICATE (MENTIONING BID NO. OF THIS TENDER) TO BE SUBMITTED.

**(I) FORMAT FOR UNDERTAKING TO BE UPLOADED / SUBMITTED BY THE AUTHORIZED SIGNATORY OF THE BIDDER ON ITS LETTERHEAD ALONG WITH THE TENDER DOCUMENTS:**

I ..... (NAME AND DESIGNATION) DULY AUTHORIZED TO SIGN THE BID FOR AND ON BEHALF OF M/S ..... (HEREIN AFTER CALLED THE BIDDER) FOR THE PURPOSE OF TENDER NO..... OF BOKARO STEEL PLANT, SAIL, BOKARO, DO HEREBY SOLEMNLY AFFIRM AND STATE, ON THE BEHALF OF THE BIDDER INCLUDING ITS CONSTITUENTS, AS UNDER:

I/WE HAVE READ THE CONTENTS OF THE ABOVE MENTIONED TENDER CAREFULLY AND 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. I/WE UNDERTAKE AND WARRANT THAT IN RELATION TO THE AFORESAID TENDER, OUR BID WAS DEVELOPED GENUINELY, INDEPENDENTLY AND MADE WITH THE INTENTION TO ACCEPT THE CONTRACT, IF AWARDED.

**(II) BID SECURING DECLARATION:**

I/ WE AGREE THAT IF I/WE WITHDRAW OR MODIFY OUR BID DURING THE PERIOD OF VALIDITY, OR IF I / WE ARE AWARDED THE CONTRACT AND I/ WE FAIL TO SIGN THE CONTRACT, OR TO SUBMIT A PERFORMANCE SECURITY BEFORE THE DEADLINE DEFINED IN THE REQUEST FOR BIDS DOCUMENT, I/WE WILL BE LIABLE TO BE SUSPENDED FOR A PERIOD OF SIX MONTHS FROM BEING ELIGIBLE TO SUBMIT BIDS AGAINST ALL FUTURE TENDERS OF BOKARO STEEL PLANT, SAIL, BOKARO.

**(III) UNDERTAKING FOR NON-COLLUSIVE TENDERING:**

I/WE UNDERTAKE AND WARRANT THAT OUR BID WAS NOT PREPARED WITH ANY AGREEMENT, ARRANGEMENT, COMMUNICATION, UNDERSTANDING, PROMISE OF UNDERTAKING WITH ANY PERSON (INCLUDING ANY OTHER BIDDER 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 ALSO UNDERTAKE THAT WE WILL NOT, PRIOR TO THE AWARD OF THE CONTRACT, ENTER INTO OR ENGAGE IN ANY OF THE FOREGOING.

**(IV) SUB-CONTRACTING, WHEREVER APPLICABLE:**

DISCLOSURE IN CASE OF JOB/ PROJECT CONTRACTS: I/WE WARRANT THAT WE HAVE DULY DISCLOSED AND WILL CONTINUE TO DISCLOSE ALL INTENDED SUB-CONTRACTING ARRANGEMENTS RELATING TO THE TENDER THAT WE ARE REQUIRED TO DISCLOSE, INCLUDING THOSE WHICH ARE ENTERED INTO AFTER THE CONTRACT IS AWARDED.

**(V) AUTHENTICITY OF DOCUMENTS SUBMITTED FOR BID EVALUATION:**

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 SUBMITTED INFORMATION AND DOCUMENTS. 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.

I/WE UNDERSTAND THAT AT ANY TIME DURING PROCESS OF EVALUATION OF TENDER OR AT ANY TIME AFTER AWARD OF CONTRACT, 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/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 SAIL AND INITIATING ANY LEGAL ACTION.

ON AS DEEMED FIT. FURTHER, I/WE AND ALL MY/ OUR CONSTITUENTS UNDERSTAND THAT MY/ OUR OFFER SHALL BE SUMMARILY REJECTED.

**(VI) REPRESENTATION OF SINGLE / MULTIPLE FIRMS BY THE AUTHORIZED PERSON:**

I/WE HEREBY DECLARE THAT I/WE ARE NOT REPRESENTING ANY OTHER FIRM PARTICIPATING AGAINST THIS TENDER.

OR

I/WE HEREBY DECLARE THAT I/WE ALSO REPRESENT THE FOLLOWING FIRM(S) PARTICIPATING AGAINST THIS TENDER:-

SL. NO.	NAME OF THE FIRM
1.	
2.	

(STRIKE-OFF THE PORTION WHICH IS NOT APPLICABLE)

**(VII) RELATIONSHIP WITH ANY EMPLOYEE WORKING IN PLANT / UNIT CONCERNED OR DIRECTORS OF SAIL INCLUDING ITS SUBSIDIARIES:**

(A) I/WE HEREBY DECLARE THAT THE PROPRIETOR OR ANY PARTNER OF THE COMPANY OR DIRECTOR OF OUR COMPANY HAS NO RELATIONSHIP (WITHIN THE MEANING OF SECTION-2 (77) OF THE COMPANIES ACT 2013) WITH ANY EMPLOYEE WORKING IN BOKARO STEEL PLANT, SAIL, BOKARO /ANY OF THE DIRECTORS OF SAIL INCLUDING ITS SUBSIDIARIES

OR

I/WE HEREBY DECLARE THAT THE FOLLOWING PROPRIETOR/PARTNER/DIRECTOR OF OUR COMPANY (HAS RELATIONSHIP (WITHIN THE MEANING OF SECTION-2 (77) OF THE COMPANIES ACT 2013) WITH FOLLOWING

EMPLOYEE WORKING IN BOKARO STEEL PLANT, SAIL, BOKARO / DIRECTORS OF SAIL INCLUDING ITS SUBSIDIARIES:-

NAME OF PROPRIETOR/ PARTNER/ DIRECTOR OF OUR COMPANY	NAME OF SAIL EMPLOYEE/ DIRECTOR OF SAIL	TYPE OF RELATIONSHIP
1.		
2.		

(STRIKE-OFF THE PORTION WHICH IS NOT APPLICABLE)

(B) I/WE FURTHER DECLARE THAT IF THE CONTRACT IS AWARDED TO ME/US, I/WE SHALL INFORM IF ANY OF MY/OUR RELATIVE(S) AS DEFINED ABOVE, JOIN/JOINS THE PLANT/UNIT CONCERNED OR JOINS AS DIRECTOR OF SAIL INCLUDING ITS SUBSIDIARIES AT ANY TIME SUBSEQUENT TO THE AWARD AND DURING CONTINUANCE OF THE CONTRACT.

(C) NON-DISCLOSURE/ INCORRECT DISCLOSURE OF BOTH THE ABOVE DETAILS FACTUALLY BY A FIRM EITHER ON ITS OWN WHILE SUBMITTING ITS OFFER OR UPON ENQUIRY AT THE OPTION OF SAIL DURING THE SCRUTINY OF ITS OFFER MAY INVITE PENAL ACTION AGAINST THE FIRM, WHICH MAY INCLUDE REJECTION OF THE OFFER, SUSPENSION OF BUSINESS DEALINGS OR BOTH.

**(VIII) ANTI BRIBERY MANAGEMENT SYSTEM (ABMS) DECLARATION:**

I/WE UNDERTAKE THAT WE SHALL NOT GIVE OR TAKE ANY FINANCIAL OR NON- FINANCIAL BRIBE, TO OR FROM ANY ONE DURING THE TENDER OR DURING THE EXECUTION OF THE CONTRACT THEREAFTER AND IF I/WE NOTICE ANY SUCH INCIDENT HAPPENING, I/WE SHALL REPORT TO SAIL VIGILANCE.

**(IX) MINIMUM LOCAL CONTENT AS APPLICABLE & LAND BORDER SHARING REQUIREMENTS , IF APPLICABLE**

I/WE DECLARE THAT I/WE COMPLY WITH THE PROVISIONS OF THE REVISED PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA), ORDER 2017 DATED 16.09.2020, AS AMENDED FROM TIME TO TIME AND ALSO COMPLY WITH THE PROVISIONS OF DOE ORDER DATED 23.07.2020 WITH RESPECT TO THE COMPLIANCE RELATED TO LAND BORDER SHARING REQUIREMENTS AND SUBSEQUENT AMENDMENTS THERETO AS APPLICABLE, ON THE DATE OF SUBMISSION OF TENDER AND AT THE TIME OF PLACEMENT OF CONTRACT.

**(X) CONFLICT OF INTEREST (IF APPLICABLE):**

I/WE UNDERTAKE THAT WE SHALL NOT MAKE ANY IMPROPER USE OF INFORMATION OBTAINED FROM THE PURCHASER WITH INTENT TO GAIN UNFAIR ADVANTAGE IN THE TENDER PROCESS OR FOR PERSONAL GAIN INCLUDING THAT OF OUR AFFILIATES AND THAT I/WE SHALL SUO-MOTO PROACTIVELY DECLARE ANY CONFLICT OF INTEREST (COMING UNDER THE DEFINITION MENTIONED ABOVE - PRE-EXISTING OR AS SOON AS THESE ARISE AT ANY STAGE) IN ANY TENDER PROCESS OR EXECUTION OF THE CONTRACT. I/WE UNDERSTAND THAT FAILURE TO DO SO SHALL AMOUNT TO A VIOLATION OF THE CODE OF INTEGRITY.

**(XI)** I/WE DECLARE THAT I /WE HAVE DISCLOSED ANY PREVIOUS TRANSGRESSIONS OF CODE OF INTEGRITY WITH ANY ENTITY IN ANY COUNTRY DURING THE LAST THREE YEARS OR OF BEING DEBARRED BY ANY OTHER PROCURING ENTITY IN OUR BID DOCUMENTS. FAILURE TO DO SO WOULD AMOUNT TO VIOLATION OF THE CODE OF INTEGRITY.

**(XII)**I/WE UNDERTAKE THAT WE HAVE READ, UNDERSTOOD AND ACCEPTED THE GENERAL TERMS AND CONDITIONS OF CONTRACT OF PURCHASE (SAIL-P1) AND SHALL BE BINDING ON US IN ADDITION TO OTHER TERMS AND CONDITIONS MENTIONED IN THE TENDER DOCUMENT.

**(XIII) GST REGISTRATION CERTIFICATE OF YOUR FIRM**

**(XIV) PAN OF YOUR FIRM**

**(XV) UDYAM REGISTRATION CERTIFICATE**

**E. SECURITY DEPOSIT:**

WITHIN 30 (THIRTY) DAYS FROM THE DATE OF PLACEMENT OF THE ORDER, THE SUCCESSFUL SUPPLIER SHOULD FURNISH A SECURITY DEPOSIT (SD) IN THE FORM OF A BANK GUARANTEE AS PER THE PRESCRIBED PROFORMA ATTACHED IN THE ATC FOR AN AMOUNT COVERING 3% (THREE PERCENT) OF THE BASIC VALUE (EXCLUDING TAXES, DUTIES & FREIGHT) OF THE CONTRACT, SEPARATELY AT EACH OF THE SAIL-MINES FOR WHICH ORDERS ARE PLACED. IN CASE, THE SUCCESSFUL SUPPLIER DELAYS THE SUBMISSION OF THE SECURITY DEPOSIT/, A PENALTY OF 0.2% OF THE ORIGINAL SECURITY DEPOSIT AMOUNT PER COMPLETED DAY OF DELAY, LIMITED TO AN AMOUNT NOT EXCEEDING 5% OF THE ORIGINAL SECURITY DEPOSIT AMOUNT SHALL BE APPLICABLE. PAYMENT FOR THE EXECUTED PORTION OF THE ORDER SHOULD ONLY COMMENCE ON SUBMISSION OF THE REQUISITE SECURITY DEPOSIT.

BANK GUARANTEE SHOULD BE FROM BANKS HAVING BRANCH AT RESPECTIVE SAIL UNIT AND ENDORSED BY CORRESPONDING LOCAL BRANCH AT RESPECTIVE SAIL UNIT AND AS PER PROFORMA IN ATC.

THE SECURITY DEPOSIT BANK GUARANTEE SHALL BE KEPT VALID AND IN FULL FORCE AND EFFECT TILL A PERIOD OF SIX MONTHS FROM THE DATE OF DELIVERY OF THE LAST CONSIGNMENT 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. THE SDBG SHALL BE OPERABLE AND ENFORCEABLE AT THE LOCAL BRANCHES OF ISSUING BANK LOCATED AT RESPECTIVE SAIL UNITS. HOWEVER, PSU FIRMS ARE EXEMPTED FROM SECURITY DEPOSIT CLAUSE.

**F. Earnest Money Deposit(EMD):**

EARNEST MONEY DEPOSIT (EMD) OF INR 5, 00,000/- IN THE FORM OF ONLINE TRANSFER/DEMAND DRAFT / LOCAL BANKER'S CHEQUE/BANK GUARANTEE OR FIXED DEPOSIT RECEIPT FROM ANY SCHEDULED COMMERCIAL BANK IN INDIA EXCEPT COOPERATIVE AND GRAMIN BANK DRAWN IN FAVOR OF SAIL /BOKARO STEEL PLANT AND PAYABLE AT BOKARO STEEL CITY, BOKARO.

**Exemption of EMD: The following Units shall be exempted from EMD:-**

- i. MICRO & SMALL ENTERPRISES (MSES)/ PUBLIC SECTOR UNITS (PSUS)/ GOVERNMENT UNDERTAKINGS AND CO-OPERATIVE SOCIETIES/START-UPS AS RECOGNIZED BY DEPARTMENT FOR PROMOTION OF INDUSTRY AND INTERNAL TRADE (DPIIT), ARE EXEMPTED FROM SUBMISSION OF EMD AGAINST PRODUCTION OF DOCUMENTARY EVIDENCE.
- ii. MICRO & SMALL ENTERPRISES (MSES) (IF REGISTERED FOR ITEMS/ITEM CATEGORY UNDER PROCUREMENT) ARE EXEMPTED FROM SUBMISSION OF EMD AMOUNT. FOR MSES, THE EXEMPTION FROM EARNEST MONEY SHALL BE GRANTED ONLY ON SUBMISSION OF SELF-CERTIFIED COPY OF THE UDYAM REGISTRATION CERTIFICATE.
- iii. SUPPLIER SHOULD ENSURE THAT ORIGINAL DOCUMENTS (ONLINE TRANSFER/DEMAND DRAFT / LOCAL BANKER'S CHEQUE/BANK GUARANTEE/ FIXED DEPOSIT RECEIPT OR SELF-CERTIFIED COPY OF UDYAM REGISTRATION CERTIFICATE IF THE EXEMPTION CLAIMED) SHOULD BE SUBMITTED IN A SEPARATE ENVELOPE TO THE BELOW ADDRESS POSITIVELY ON OR BEFORE DUE DATE & TIME, FAILING WHICH THE OFFER WILL NOT BE CONSIDERED AT ALL:

RAJESH KUMAR, AGM (PURCHASE),  
ROOM NO. B-311, PURCHASE DEPARTMENT, (3RD FLOOR),  
ISPAT BHAWAN, SAIL-BOKARO STEEL PLANT,  
OKARO STEEL CITY, BOKARO -827001 (JHARKHAND)

**NOTE: TECHNO COMMERCIAL BIDS OF ONLY THOSE TENDERERS WHO HAVE SUBMITTED VALID EMD OR PROPER DOCUMENTS FOR EXEMPTION SHALL BE OPENED**

**G. KINDLY CONFIRM THE FOLLOWING TERMS & CONDITIONS FOR RATE CONTRACT**

**(A) TERMS OF DELIVERY:**

FOR BSL STORE, BOKARO STEEL CITY

**(B) PAYMENT TERMS:**

80% ON SUPPLIED QUANTITY AFTER GRN COMPLETION AND REMAINING 20% AFTER SUCCESSFUL APPLICATION WITHIN THE PO PERIOD.

**(C) PRICE TERM - FIXED**

**(D) TAXES - PLEASE INDICATE CLEARLY YOUR TAXES AS APPLICABLE IN GST.**

**(E) QUANTITY - AS PER RFQ / SPECIFICATION DOCUMENT**

**(F) DELIVERY PERIOD:**

THE DELIVERY SHALL BE STRAGGERED MANNER & REGULATED BY USER DEPTT. FOR ONE (01) YEAR AS PER THE REQUIREMENT OF PLANT AND DOSING COMMENCEMENT SHALL BE COMPLETED WITHIN 10 DAYS OF CLEARANCE PROVIDED BY RMHP, BSL. HOWEVER, MATERIAL SHALL BE SUPPLY IN FOUR DIFFERENT LOTS, WITH EACH LOT CONSTITUTING 25% OF THE PO QUANTITY, SUBJECT TO PRIOR CLEARANCE BY BSL. LOT QUANTITIES MAY BE REVISED BASED ON PLANT REQUIREMENTS.

**(G) QUANTITY VARIATION:**

BSL RESERVES RIGHT TO INCREASE OR DECREASE THE QUANTITY BY 25% WITHIN VALIDITY PERIOD OF THE CONTRACT AND WITH MUTUAL CONSENT BEYOND CONTRACT PERIOD.

**(H) UNLOADING RESPONSIBILITY: BSL**

**H. Other Terms and condition:**

- 1. 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.
- 2. 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.
- 3. 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.

**Important Note:**

Instructions specified here in read along with general conditions of contract revised SAIL/P1 will be applicable.

**I. SHIPPING ADDRESS:**

DGM (STORES),  
STORES DEPARTMENT,  
STEEL GATE, GATE NO-9, BOKARO STEEL PLANT,  
BOKARO STEEL CITY, JHARKHAND-827001

**J. MANDATORY INSTRUCTIONS FOR DELIVERY OF GOODS BY VENDORS TO BE INCORPORATED IN GEM PO:**

1. COPY OF INVOICE DULY PASTED ON THE PARCEL WITH DETAILS LIKE SAP PO NUMBER, INVOICE NO AND INVOICE DATE, MATERIAL AND ITS QUANTITY CLEARLY LEGIBLE ON THE DOCUMENT. WITHOUT THIS INFORMATION, PARCEL SHALL NOT BE ACCEPTED.
2. ARRANGEMENT FOR DELIVERY OF GOODS TO BE MADE BY THE VENDOR AS PER ROUTE CARD GIVEN TO VENDOR AT THE TIME OF GATE ENTRY.
3. ORIGINAL SIGNED INVOICE / COPY OF DIGITALLY SIGNED INVOICE TO BE SENT AT THE FOLLOWING

**BILLING ADDRESS:**

AGM (F&A - PURCHASE),  
SAIL/BOKARO STEEL PLANT,  
BOKARO STEEL CITY - 827001,  
JHARKHAND, INDIA,  
PAN NO: AAACS7062F,

GST NO: 20AAACS7062FAZJ

## 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---**