

**बिड दस्तावेज़ / Bid Document**

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	24-03-2026 15:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	24-03-2026 15:30:00
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	6
वस्तु श्रेणी /Item Category	OIL COOLER, OD: 163MM, LG: 1346MM , OIL COOLER, OD: 275MM, LG: 1720.8MM
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	OIL COOLER,OD:275MM,LG:1720.8MM
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Oil cooler, XLPE Cable for Working Voltages up to and Including 1.1 KV as per IS 7098 (Part 1), Cyantraniliprole - 10.26% Od (Oil Dispersion) (V2), Betacyfluthrin 8.49% + Imidacloprid 19.81% OD (Oil Dispersion), Bensulfuron methyl 4.8% + Pretilachlor 48% OD (Oil Dispersion), PCR Mini Cooler, Dry Erase Writing Boards (V3), Walk in Cooler, Direct Evaporative Air Cooler (V2) ISI Marked To IS 3315, Drinking Water Coolers (V4) ISI Marked To IS 1475
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	<ul style="list-style-type: none"> <li>Oil cooler</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	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

बिड विवरण/Bid Details	
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	No
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	5
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
प्राथमिक उत्पाद श्रेणी/Primary product category	OIL COOLER, OD: 163MM, LG: 1346MM
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	4 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	Item 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
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. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

4. 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.

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

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

मूल्यांकन अनुसूचियां / <b>Evaluation Schedules</b>	वस्तु/श्रेणी / <b>Item/Category</b>	मात्रा / <b>Quantity</b>
Schedule 1	Oil Cooler, Od: 163mm, Lg: 1346mm	3
Schedule 2	Oil Cooler, Od: 275mm, Lg: 1720.8mm	3

#### **OIL COOLER, OD: 163MM, LG: 1346MM ( 3 pieces )**

(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	Rajkaran Singh	827001,DGM(Stores), Stores Department, Steel Gate, Gate No.-9, Bokaro Steel Plant, Bokaro Steel City-827001, Jharkhand	3	120

**OIL COOLER, OD: 275MM, LG: 1720.8MM ( 3 pieces )**

(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	Rajkaran Singh	827001,DGM(Stores), Stores Department, Steel Gate, Gate No.-9, Bokaro Steel Plant, Bokaro Steel City-827001, Jharkhand	3	120

## 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**

**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

### 3. **Generic**

Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.

### 4. **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.

### 5. **Generic**

1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
3. 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. **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 AND AS PER INSPECTION PLAN

### 7. **Scope of Supply**

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

### 8. **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.

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

Buyer Added text based ATC clauses

- A.** The GEM BID has been issued inviting offers for supply of OIL COOLER -02 item as per specifications detailed in the bid:

SI	Material code	Material
10	20515801000376	OIL COOLER, <a href="#">OD:163 MM</a> , <a href="#">LG: 1346</a> MM
20	20515801000377	OIL COOLER, <a href="#">OD:275MM</a> , <a href="#">LG:1720.8</a> MM

**B. ELIGIBILITY CRITERIA:**

Please refer Eligibility criteria attached and the following terms carefully along with GeM bid terms before submitting offer. Please submit the documents as per Eligibility criteria and terms stipulated Bid. Offer may be liable for rejection in case of non submission of the same .

**C. KINDLY SUBMIT THE FOLLOWING DOCUMENTS ALONG WITH BID.**

**Format for undertaking by the Tenderer, Local Content and Bid Security Declaration**

**D. Other Terms and Conditions**

1. Delivery: Items to be delivered within 120 days from order placement
2. Terms of delivery: FOR BSL stores , B.S.CITY basis.
3. Unloading Responsibility: BSL
4. PAYMENT TERMS - 100% AGAINST GRN
5. Price Terms: Fixed
6. Inspection Plan 31 and its requirement to be adhered.
7. Pressure testing , leakage testing reports/certificates for subject items (oil coolers) may pl be submitted during supply

**E.** Vendor should deliver the item in good packing and the packing shall be good enough to prevent damage and pilferage of the material during transit. Clear and visible identification mark (IM) of the supplier/Manufacturer has to be given on the material failing which material will be rejected. The details of the "IM" and its location on the material has to be clearly mentioned in the invoice /challan/ Packing List.

**F. GUARANTEE/WARRANTY:** The supplier must replace, free of charge, any stores & spares which owing to defect in design, material or workmanship fail or show signs of failure at any time within 12 months from date of putting them in use /operation or 18 months from date of delivery, whichever is earlier.

**G.** In case of offer submission by the authorized dealer of the OEM, tender specific authorization of the OEM to be provided with their offer without which the offer shall not be acceptable.

**H. SHIPPING ADDRESS:**

DGM(Stores) Stores Department, Steel Gate, GateNo-9, Bokaro Steel Plant Bokaro Steel City, Jharkhand Pin-827001.

**I. Security Deposit:** In the event of placement of Contract, BSL will issue back-up PO(s) as per requirement. On receipt of back-up PO, the tenderer shall furnish Security Deposit to the extent of 3% (Three Percent) of the value of the BSL Purchase order within 30 Days from the date of Purchase order.

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

In case of BG, the same must be submitted in the format attached with the BID, on Non Judicial stamp paper of value Rs. 100/- which must be kept valid for covering the contractual delivery period

plus six months for lodging claims, if any . BG shall be operable from the Bokaro Steel City branch of the bank.

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

- J. Acceptance of all the terms and conditions stipulated in GeM bid without any deviation. If any deviation, please mention clearly.

**PROFORMA OF BANK GUARANTEE FOR SECURITY DEPOSIT BOND**

(To be executed on non judicial stamp paper of Rs.100/- to be purchased in the name of the issuing bank )

TO

STEEL AUTHORITY OF INDIA LIMITED

BOKARO STEEL PLANT

ISPAT BHAWAN

BOKARO STEEL CITY-827001(INDIA)

Bank Guarantee No:

Date:

**LETTER OF GUARANTEE**

1. WHEREAS <Name of the firm> (hereinafter referred to as the SELLER ) and M / S STEEL AUTHORITY OF INDIA LIMITED (Hereinafter referred to as the PURCHASER) have entered in to a contract vide purchase order no: \_\_\_\_\_ Dated \_\_\_\_\_ (hereinafter called the said contract) for supply of \_\_\_\_\_ (hereinafter referred to as the material) to the PURCHASER.

2. WE, (Name of the bank.....) at the request of the SELLER, do hereby undertake and indemnify and keep indemnified the PURCHASER to the extent of Rs. \_\_\_\_\_ or USD..... (3% of the purchase order value i.e. Rs. \_\_\_\_\_ only ) against non supply /any loss or damage may be caused to or suffered by the PURCHASER , by reason or any breach by the SELLER of any of the terms and conditions of the said CONTRACT and / or in the performance of the said purchase order by the SELLER. We agree that the decision of the PURCHASER , as to whether any breach of any of the terms and conditions of the said CONTRACT or in the performance thereof has been committed by the SELLER and the amount of loss or damage that has been caused to or suffered by the PURCHASER shall be final and binding on us and the amount of the said loss or damage shall be paid by us forthwith to the PURCHASER on demand and without protest or demur.

3. WE, (Name of the bank.....) , hereby further agree that the guarantee herein contained shall remain in full force and perfect during the period that would be taken for satisfactory performance and fulfillment in all respects of the said CONTRACT and that it shall continue to be enforceable for (a) Six months after the date of completion of supply of the said CONTRACT or (b) in the event of dispute(s) between the PURCHASER and the SELLER, until such period(s) the dispute(s) is settled fully, whichever date is the latest , and that if any claim accrues or arises us, (name of the bank ..... ) by virtue of this guarantee before the dates referred to hereinabove, whichever date is the latest, provided that notice of any such claim has been given by the PURCHASER before the dates referred to hereinabove, as the case may be, payment under this LETTER OF GUARANTEE shall be made promptly upon our receiving the notice to that effect from the PURCHASER in demand and without protest or demur.

4. It is fully understood that this guarantee shall become effective from the date of said CONTRACT and that we (name of the bank.....), undertake not to revoke this guarantee during its currency without the prior written consent of the PURCHASER.

5. We, (Name of the bank.....), hereby further agree that the PURCHASER shall have the fullest liberty, without affecting in any manner our obligations hereunder, to vary any of the terms and conditions of the CONTRACT by the SELLER from time to time or to postpone for any time or from time to time any of the powers, exercisable by the PURCHASER against the SELLER and to forbear or to enforce any of the terms and conditions relating to the said CONTRACT and WE, (Name of the bank.....), shall not be released from our liability under the guarantee by reason of any such variation or extension, being granted to the SELLER or any forbearance and / or omission on the part of the PURCHASER or any indulgence by the PURCHASER or by any other matter or thing whatsoever which under the law relating to the sureties would, but for the provision, have the effect of so releasing us from our liability under this guarantee.

6. WE, (Name of the bank.....), hereby further agree that the guarantee herein contained is initially valid up to \_\_\_\_\_ and that the same shall be extended further according to the provisions contained hereinabove.

7. WE, (Name of the bank.....), hereby further agree that the guarantee herein contained can be operable from our Bokaro Steel City branch and shall not be effected by any change in the constitution of the SELLER and / or PURCHASER.

FOR AND ON BEHALF OF (NAME OF THE BANK.....)

SIGNATURE:

NAME:

DULY CONSTITUTED ATTORNEY & AUTHORISED SIGNATORY:

DESIGNATION WITH SEAL:

**[ NB: Bank Guarantee has to be submitted from Any scheduled bank except Cooperative and GraminBank . ]**

10. **Buyer Added Bid Specific ATC**

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

### अस्वीकरण/Disclaimer

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

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.

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

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

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

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

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

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

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

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

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में

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

**---धन्यवाद/Thank You---**