

बिड दस्तावेज़ / Bid Document

बिड विवरण / Bid Details	
बिड बंद होने की तारीख/समय / Bid End Date/Time	20-05-2026 19:00:00
बिड खुलने की तारीख/समय / Bid Opening Date/Time	20-05-2026 19:30:00
बिड पेशकश वैधता (बंद होने की तारीख से) / Bid Offer Validity (From End Date)	60 (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	Rourkela Steel Plant
कार्यालय का नाम / Office Name	Materials Management Purchase
कुल मात्रा / Total Quantity	285000
वस्तु श्रेणी / Item Category	BAG, HDPE, PINK COLOUR, 56X92CM, LAMINATED
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	BAG,HDPE,PINK COLOUR,56X92CM,LAMINATED
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Printed BOPP Laminated HDPE Bags (Woven Sack), Cleaning Duster (V3), Pp / Hdpe Laminated Woven Sacks For Mail Sorting, Storage, Transport And Distribution (V2) ISI Marked to IS 17399, Domestic Mugs - Bathroom, Himalayan Pink Rock salt, File/Folder (V3), PP Plastic Woven Non - Laminated Bags (for Seed Packaging) (V2), HDPE/PP Woven Sacks for packaging 50kg/25kg Sugar (V3) ISI marked to IS 14968, Aluminium Barrier Laminated Bags, Colour Pencil (V2)
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	<ul style="list-style-type: none"> Printed BOPP Laminated HDPE Bags (Woven Sack)
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / MSE Relaxation for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Relaxation for Years of Experience and Turnover	No

बिड विवरण/Bid Details	
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC) *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 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	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
Payment Timelines	Payments shall be made to the Seller within 30 days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC)
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
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

ट्रेड्स भुगतान संबंधी विवरण/TReDS Payment Details

This Bid provides for Trade Receivables Discounting System (TReDS) as Preferred mode of payment. For MSME sellers, payments may be processed through a TReDS exchange in which the Buyer is

registered, subject to applicable policy and regulatory guidelines. Accordingly, sellers intending to avail payment through TReDS are required to be registered with at least one TReDS exchange in which the buyer is registered.

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.

BAG, HDPE, PINK COLOUR, 56X92CM, LAMINATED (285000 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	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	AJIT KUMAR SAHOO	769011,PS-II STORE, SAIL - ROURKELA STEEL PLANT	285000	30

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. 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.

4. 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.

5. **Generic**

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

6. **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.

7. **Scope of Supply**

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

8. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

(i) SPECIAL TERMS AND CONDITIONS:

PRINTING OF RATE ON EACH BAG RS..... SHALL BE INTIMATED TO THE SUCCESSFUL BIDDER AFTER PLACEMENT OF ORDER.

PACKING SHALL BE IN BUNDLES OF 500 BAGS.

CONTENTS OF PRINTING AT ONE SIDE OF BAG SHALL BE PROVIDED AT THE TIME OF PLACEMENT OF ORDER.

(ii)INSPECTION TERM

BY RSP INSPECTION AT RSP STORES.

G/C & MANUFACTURER'S TEST CERTIFICATE TO BE FURNISHED BY THE SUPPLIER ALONG WITH EACH CONSIGNMENT.

(iii)GUARANTEE CLAUSE:

AS PER RSP'S GUARANTEE CLAUSE.

(iv)PRICE VARIATION CLAUSE:

FIRM TILL DELIVERY.

(v)DELIVERY REQUIREMENT:

Qty : 2,85,000 EA within 30 days of GeM contract

(vi)PACKING

PACKING MUST BE SUITABLE TO ENSURE SAFE TRANSIT & STORAGE.

(vii) PLACE OF INSPECTION

RSP MM STORES, AFTER RECEIPT.

(viii) INSPECTION AGENCY

MANAGER MM (INSPECTION)

(ix) ELIGIBILITY CRITERIA:

Bidder must have successfully supplied minimum FIFTY THOUSAND Laminated HDPE Bags (any colour) and capacity not less than 25 kg to any Central or State Government Department or Organization / PSU / Public Listed Company in a single order in the last three years before bid opening date. Bidder to submit order copy and tax invoice as a proof of fulfillment of eligibility criteria.

Being RPN case, the offer of M/s MAA DURGA ENGINEERING WORKS, Andal shall be rejected if received against the enquiry.

(x) CONTENTS OF PRINTING AT ONE SIDE OF BAG SHALL BE PROVIDED AT THE TIME OF PLACEMENT OF ORDER.

11. ANNEXURE LIST

A) COMMERCIAL CHECKLIST

B) APPENDIX 1: FORMAT FOR BID SECURING DECLARATION IN LIEU OF EMD

C) MAKE IN INDIA LOCAL CONTENT DECLARATION

D) NON-COLLUSIVE CERTIFICATE

E) FORMAT FOR UNDERTAKING

DECLARATION BY BIDDER(S): By participation in this tender the Bidder / Bidder is deemed to have solemnly affirmed / certified / declared / warranted / undertaken / understood the following:

A. Non-collusion:

I. That their bid was developed genuinely, independently and made with the intention to accept the Contract if awarded;

II. That their 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,

III. That they will not, prior to the award of the Contract, enter into or engage in any of the foregoing.

Note:

This para is not applicable to Agreements, arrangements, communications, understandings, promises or undertakings with:

- a. the Plants/ Units, Steel Authority of India Limited
- b. a joint venture partner, where joint venture agreements, arrangements, relevant to the bid exist and which are notified to Steel Authority of India Limited;
- c. consultants or sub-contractors, provided that the communications are held in strict confidence and limited to the information required to facilitate that particular consultancy arrangement or sub-contract;
- d. professional advisers, provided that the communications are held in strict confidence and

limited to the information required for the adviser to render their professional advice in relation to the Tender;

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- e. insurers or brokers for the purpose of obtaining an insurance quote, provided that the communications are held in strict confidence and limited to the information required to facilitate that particular insurance arrangement; and
- f. Banks for the purpose of obtaining financing for the contract, provided that the communications are held in strict confidence and limited to the information required to facilitate that financing.

B. That they have duly disclosed all intended sub-contracting arrangements relating to the Tender and will continue to disclose such arrangements to the Plants/ Units after the Contract is awarded.

C. Authenticity of documents:

I. That they have carefully read the contents of the tender

II. They have not made any misleading or false representation anywhere in the tender submitted including annexures thereto

III. That they understand that their offer will be evaluated based on the documents / credentials submitted along with the offer and the same shall be binding upon them

IV. That the information and documents submitted by them along with the tender documents are complete and correct and they are fully responsible for authenticity and correctness of information and documents submitted

V. That at any time during the process for evaluations of tenders, if any information / document submitted by them is found to be suppressing facts / forged / false / fabricated / fudged or incorrect, it shall lead to forfeiture of the EMD, if submitted, besides banning under the extant Guidelines for Banning of Business Dealings of SAIL and initiating any legal action as deemed fit by SAIL. Further, that their offer shall be summarily rejected.

VI. That at any time after award of the contract, if the certificates submitted by them are found to be suppressing facts / false/ forged/ fabricated / fudged or incorrect, it may lead to termination of the contract, along with forfeiture of EMD/ S D 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 as deemed fit by SAIL.

D. Anti-Bribery: 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.

In case of non-compliance of above, SAIL may at its discretion, invalidate their bid, exclude them in future tenders, pursue damages or other forms of redress from them (including but not limited to damages for delay, costs and expenses of re-tendering and other costs incurred), and /or (in the event that they are awarded the Contract) terminate the Contract.

BIDDERS TO NOTE:

i. The evaluation is to be done on item-wise basis. Conditional bids will not be accepted.

ii. **NO TECHNICAL DEVIATION IS ACCEPTABLE.** By submitting offer against this bid, the bidder is accepting all terms & conditions of the bid as well as GeM terms & conditions.

iii. All prices quoted in GeM will be on landed cost basis, inclusive of GST and all

taxes/ duties.

iv. SAIL-ROURKELA STEEL PLANT (RSP) is entitled to claim credit of input tax (IT C) paid on the supply of the bid item (as applicable). Bidders are requested to update the firm's GST registration status prior to participating in the bid. Since all prices to be quoted in GeM are on landed cost basis, inclusive of GST and all taxes/ duties, the case will be evaluated accordingly.

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v. Bidders are not required to upload signed copy of the bid again. Only relevant document(s) are to be uploaded for technical and commercial scrutiny. Submission of additional documents beyond the requirement will not be taken cognizance of.

vi. Earnest money deposit (EMD) – In place of EMD, bidders may submit a "signed bid securing declaration". A format for bid security declaration is attached with the tender. Offers of bidders who do not submit the above document(s) will not be considered further.

vii. Any technical query/ clarification, is to be routed through the pre-bid representation functionality available against this bid.

viii. The offers of any bidder whose performance in SAIL-RSP has been found unsatisfactory, will not be considered and SAIL-RSP reserves the right to summarily reject such offers during any stage of the tender.

ix. RPN CLAUSE - Subject to the terms and conditions of the gem contract, if the supplier neglects or fails to perform the contract by the time or times agreed upon, for any reason other than force majeure, the purchaser after having come to know of such negligence or non-performance, after giving 15 days' notice to the seller to rectify or such any extended period that the seller and purchaser may mutually agree, shall take such action as it considers fit including but not limited to taking risk purchase action for supply of similar materials, mitigating any losses, at the risk and cost of the supplier as far as the undelivered quantity in that delivery period is concerned. The right of the purchaser for risk purchase action is in addition to the right of purchaser to terminate the contract due to the fault of the supplier. The price differential in case of higher cost to SAIL-RSP, if any, shall have to be borne by the defaulting supplier. SAIL-RSP reserves the right to recover the price differential from pending bills of the supplier in RSP or other SAIL units. Moreover the defaulting supplier shall have no claim over the quantity, which they failed to supply.

Note: In case any specific adverse report is received against a tenderer, as an information or upon enquiry made by SAIL, in respect of capabilities and performance of the tenderer, after receipt of tender (even after opening of price bid), the quotation/tender submitted by such tenderer is liable to be rejected on the basis of recorded reason.

x. Before dispatching the material, seller(s) must ensure the following:-

a. GeM contract is duly accepted.

b. GeM fees has been paid (if any, for contract acceptance)

c. GeM contract should remain valid till receipt of material at consignee location

d. Invoices have been created in GeM, confirming dispatch of material

xi. SAIL-RSP will be placing back-up order against GeM contract(s) on successful bidder(s). SAIL-RSP's back-up purchase order, however, will be released only after acceptance of contract by seller in GeM. The concerned bidder has to mention the back-up order number in the invoices for proper accounting of material upon receipt in RSP.

xii. Further, non-compliance of the requisites in "x" & "xi", shall be at the risk of the vendor and any delay(s) arising out of such non-compliance, shall be on vendor's account.

xiii. After receipt and acceptance of materials, hard copy of the invoice signed and with seal (or digitally signed invoice), has to be sent to the following address for ensuring timely payments:-

GENERAL MANAGER, F&A - STORE BILLS,
ADMINISTRATIVE BUILDING, ISPAT BHAWAN,
SAIL - ROURKELA STEEL PLANT,
ROURKELA, ODISHA 769011

9. 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---