

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	28-01-2026 18:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	28-01-2026 18:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	120 (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	lisco Steel Plant
कार्यालय का नाम/Office Name	Materials Management Dept lisco Steel Plant
कुल मात्रा/Total Quantity	1240
वस्तु श्रेणी /Item Category	INDUSTRIAL EPOXY FLOOR COATING COATING THICKNESS 3 MM 1) FLOOR FILL PRIMER (50 MICRON) @ 200 ML PER
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	INDUSTRIAL EPOXY FLOOR COATING COATING THICKNESS 3 MM 1) FLOOR FILL PRIMER (50 MICRON) @ 200 ML PER SQ MTR 2) SCREEDING COMPOUND (2 MM) @ 4 KG PER SQ MTR 3) SLF TOP COAT (1 MM) @ 1.5 KG PER SQ MTR 4) DEMOTHANE TE070(FOR BORDER) @ 5 LTR PER 100 SQ MTR
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Category not available on GeM for the text string uploaded by the buyer
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	<ul style="list-style-type: none"> Integral Waterproofing Compounds for Cement Mortar and Concrete as per IS 2645 THINNER FOR CELLULOSE NITRATE BASED PAINTS AND LACQUERS
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	Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer

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	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
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मध्यस्थता खंड/Arbitration Clause	Yes (Arbitration clause document) as per DoE OM No.F.1/2/2024-PPD dated 03.06.2024 Arbitration should not be routinely included in contracts
सुलह खंड/Mediation Clause	Yes (Mediation clause document) as per DoE OM No.F.1/2/2024-PPD dated 03.06.2024 mediation clause should not be routinely included in contracts and pre-litigation mediation can be taken up without any such clause also

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. 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.

INDUSTRIAL EPOXY FLOOR COATING COATING THICKNESS 3 MM 1) FLOOR FILL PRIMER (50 MICRON) @ 200 ML PER (1240 square meter)

(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	Sanjoy Kumar Maji	713325,Materials Management Dept. IISCO Steel Plant Burnpur	1240	90

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

1. 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.

2. 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):

Not Applicable

Post Receipt Inspection at consignee site before acceptance of stores:
SAIL-ISP, Burnpur

3. Scope of Supply

Scope of supply (Bid price to include all cost components) : Supply Installation Testing and Commissioning of Goods

4. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

RFX ATC

Instruction to bidder :

I. Eligibility Criteria:

Bidder shall meet the following criteria and shall provide relevant documents at the time of bid submission (as mentioned below).

1. Category of Bidders:

Only indigenous manufacturers or authorized reseller (dealers/ dist

ributor/ channel partner) are eligible to participate in the tender. The bidder shall submit ISO certificate / the certificate from any Govt. / Govt. Authorized agency to show that the bidder is manufacturer/authorised dealer of paints, varnishes and similar coatings, printing ink and mastics. In case bid submission by authorized reseller, authorization certificate from manufacturer should be submitted along with the bid. The authorization certificate should be valid as on opening of bid and the certificate must be on manufacturer's letter head. One reseller can represent only one manufacturer against the tender. In case of bid submission by authorized reseller, the bidder shall submit the certificate from any Govt. / Govt. Authorized agency/ISO certificate to show that their principal is manufacturer of Machinery & Equipment. The certificates should be valid as on opening of bid.

(Bidder must comply with all applicable laws, regulations, and standards relevant to the goods being procured. Any additional requirement of proof of compliance in this regard may be specified by the indenter as per requirement and on case-to-case basis).

2. Past Performance:

The Bidder / Manufacturer {themselves or through reseller(s) should have successfully supplied paints to metal/chemical industry current financial year or any one of the five previous financial years as on opening of bid, to any Govt Organization / Central PSU /State PSU/ Public Listed/ Joint Venture where at least one partner is Govt Organization or PSU, as mentioned below:

- (i) Single order of at least Rs. 10.07 lakhs /- or
- (ii) Two orders of at least Rs. 5.75 lakhs /- each or
- (iii) Three orders of at least Rs. 4.31 lakhs each /-

In support of successful completion of supply, the bidder should submit the following along with their bid: Self-attested copies of PO and corresponding supply invoices/ e-waybills/ completion certificate/ performance certificate from the purchaser/ declaration that the items supplied against the POs has no adverse report as on opening of bid from the purchaser.

Supply should be against regular purchase order and not against trial order.

Experience criteria will be waived for vendors, who have successfully completed the trial at ISP for the item being procured. Performance certificate from ISP to be submitted by the bidder for trial purchase orders.

In case bidder, who confirms MII guidelines of Govt of India is a subsidiary or a sales unit of a parent company (Manufacturer), the credentials/ performance of either bidder or parent company will be considered (subject to parent company having majority ownership of the bidder as per experience criteria. In such cases, documentary evidence (such as board resolution, certificate from the company's auditor etc with valid UDIN) for bidder being

subsidiary of parent company and parent company having majority ownership of the bidder needs to be submitted. Both subsidiaries, sales unit, parent company participating in tender must comply with order no F.No.6/18/2019-PPD dt.23 July 2020 (& subsequent amendments) of Ministry of Finance regarding any bidder from a country which shares a land border with India.

Bidder(s) who have successfully executed last purchase order (of SAIL ISP) of the tendered item, shall be exempted from Past Performance.

3. The tenderer is required to submit self-attested photocopies of documents in support of their eligibility and experience along with the techno-commercial bid.

4. SAIL-ISP 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 to be false or containing any misrepresentation or having any fraudulent declaration in it, then in such eventuality, legal action (Including cancellation of contract, banning of business dealing, damages, criminal proceedings etc.) as deemed fit may be initiated by SAIL-ISP against the bidder.

5. Authorized dealer/ Reseller, have to submit a declaration (in their letterhead) that, in case of award of contract to them, they shall supply material from their principal manufacturer only and provide supporting documents (i.e. E-waybill of Manufacturer and/or their Invoice duly endorsed by the principal manufacturer) with each consignment.

- II. Warranty/Guarantee certificate to Accompany with Supply.
- III. Inspection terms conditions:
 - A. Venue/agency of inspection: at ISP stores by inspection cell of ISP and user department.
 - B. Inspection terms and conditions: conformity to supply specifications
 - C. Inspection documents: warranty/guarantee certificate, manufacturer test certificate.
- IV. Application of materials shall be done free of cost by the party.
- V. Delivery Schedule within 3 months from the date of order.
- VI. Warranty of 36 months from the date of application of materials.
- VII. Procurement to be made on a "supply and apply basis". No separate cost for the application would be paid by SAIL-ISP. Equipment for applications is in the scope of the supplier.
- VIII. Payment Terms
 - 70% payment after successful supply of materials.
 - 20% payment upon satisfactory completion of coating application.
 - Final 10% payment after achieving a minimum service life of 1 year from completion of coating OR 18 months from receipt at ISP Stores,
- IX. Order is not divisible. Items are to be procured from single source as product is consumable in nature and it is on supply & apply basis of scope.
- X. All preparatory jobs including cleaning of internal surfaces before taking up the job of coating shall be under scope of the supplier only
- XI. Responsibility of Supplier
 - Supply of materials, application, preparation of surfaces, tools, equipment, safety arrangements, and manpower are e

- ntirely under supplier's scope.
- XII. Executing Authority : Shri Ravindra Neeraj, P No. 94224
 - XIII. Inspecting Authority: Shri Motilal Hembrum, P No. 96532
 - XIV. Other terms and conditions as per RFX ATC.
 - XV. SAIL- ISP reserves the right to foreclose the Contract without any price repercussion by serving an advance notice of one month.
 - XVI. Rescinding of Contract: SAIL/IISCO Steel Plant, reserves the right to suspend/ cancel/ terminate/ short close/divert the order, if any supplier's performance is consistently poor, and is found unsatisfactory. The supplier will not be entitled to claim any loss or damage because of and owing to such suspension/ cancellation/ termination/ short-closure/ diversion and SAIL/ IISCO Steel Plant will not be liable for the same.
 - XVII. Rejection of bid / tender: In case of any specific adverse report received against a tenderer by SAIL, in respect of capabilities and / or performance of the tenderer, the bid of such tenderer is liable to be rejected.
 - XVIII. Risk Purchase: Subject to the terms and conditions of the Agreement, if the Seller neglects or fails to perform the Agreement by the time or times agreed upon, for any reason other than Force Majeure, the buyer after having come to know of such negligence or non- performance, after giving 14 to 30 days notice or any such extended period that the Seller and Buyer may mutually agree, to the Seller to rectify, shall take such action as it considers fit including but not limited to taking risk purchase action for supply of the material, mitigating any losses, at the risk and cost of the Seller as far as the undelivered quantity in that Delivery Period is concerned. The Right of the buyer for Risk Purchase Action is in addition to the Right of buyer to terminate the Contract due to the fault of the Seller. The price differential in case of higher cost to SAIL, if any, shall have to be borne by the defaulting Seller. Moreover, the defaulting Seller shall have no claim over the quantity, which they failed to supply.
 - XIX. Banning of Business Dealings: On arising of any situation or occurrence of any event as in the SAIL Guidelines on Banning of Business Dealings the Tenderer/Bidder /seller under the tendering process or Contract with SAIL, as the case may be, shall be liable for action under and in accordance with the aforementioned Guidelines. The "Guidelines on Banning of Business Dealings" as applicable on the date of tend

er opening shall form part of the Bid/Contract. These guidelines are attached.

- XX. Purchase Preference: Purchase Preference: Purchase preference will be as per MSEs and MII policies issued by Govt. of India and its subsequent Orders/Notifications issued by concerned Ministry. Purchase preference will be given to MS Es 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. As the tender item cannot be split, in case L-1 bidder is not an MSE and the price bid of any MSE bidder (as per their ranking) falls within the price band of L1+15 %, 100% of the total tender qty shall be placed on such MSE bidder, who match the L-1 price.
- XXI. In case a supporting document or information is found to be fake/forged/ tampered/ non-genuine at any stage during tendering process & even after placement of Purchase Order / Work Order, the tenderer/ bidder is liable for punitive actions as per extant guidelines of SAIL.
- XXII. 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
- XXIII. Supplier must furnish/ upload the necessary documents for availing of GST Input Tax Credit (ITC) as per GST Law. This shall be ensured before releasing any payment to the Supplier after verification of GSTR 2A/any other document/form specified under extant GST Law.
- XXIV. Documents verification:
- a. SAIL reserves the right to verify any supporting document(s) submitted by a participating tenderer/ bidder from its source (document issuing authority).
 - b. In the interest of expeditious completion of verification, a participating tenderer/ bidder shall provide a list of each supporting document on its letter-head as per "Annexure-S", along with the contact details (Post Address, email address, landline/ mobile number) of the issuing authority of each supporting document for verification.
 - c. Non- verification of any supporting document or information

n, at the sole discretion of SAIL, does not absolve the tenderer/ bidder of its absolute responsibility to provide only genuine document(s) in support of eligibility conditions.

d. In case a supporting document or information is found to be fake/forged/ tampered/ non-genuine at any stage during tendering process & even after placement of Purchase Order/ Work Order, the tenderer/ bidder is liable for punitive actions as per extant guidelines of SAIL.

XXV a) If, in the price structure quoted for the required goods, there is

discrepancy between the unit price and total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly.

b) If there is an error in a total corresponding to the addition or subtraction of sub-totals, the sub-totals shall prevail and the total shall be corrected; and

c) If there is a discrepancy between words and figures, the amount in words shall prevail.

d) Such a discrepancy in an offer should be conveyed to the tenderer asking him to respond by a target date and if the tenderer does not agree to Procuring Entity's observation, the tender is liable to be rejected.

XXVI. 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 .

Supplier must furnish/ upload the necessary documents for availing of GST Input Tax Credit (ITC) as per GST Law. This shall be ensured before releasing any payment to the Supplier after verification of GSTR 2A/any other document/form specified under extant GST Law.

Copy of Udyam Registration certificate for proof of MSE is compulsory.

XXVII. SAIL reserves the right to not consider the offer of vendors who are banned/ suspended/against whom restriction of businesses has been imposed

at any point before the placement of order.

XXVIII. Insurance: The transit insurance of the material from vendor's premises to SAIL-ISP store on door delivery basis shall be the responsibility of the supplier. Material shall be supplied on insurance paid basis. As such, Insurance Charges, if any, are to be borne by the supplier.

XXIX. Bidder awarded contract should provide original bill in triplicate along with supply of materials.

XXX. Material shall be delivered to consignee with full tare vehicle or through TCI/ARC/ Gati transporters.

XXXI. Post order activities should be done in SAP only (Outside GeM).

XXXII. The annexure attached in the ATC (Declaration For Acceptance Of Technical And Commercial Terms & Conditions, Make In India, Format For Undertaking To Be Uploaded , Verification of credentials submitted by bidders during Tender Evaluation & Checklist) should be submitted on the company's letter head and should be duly signed and stamped.

XXXIII. General Terms & Conditions: The RFX shall be read in conjunction with

the GEM GTC. In case of Contradiction of any term stated herein (i.e RFX ATC) with GEM GTC, the terms & conditions stated herein (i.e RFX ATC) shall prevail.

5. 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---