

बिड दस्तावेज़ / Bid Document

बिड विवरण / Bid Details	
बिड बंद होने की तारीख/समय / Bid End Date/Time	09-03-2026 16:00:00
बिड खुलने की तारीख/समय / Bid Opening Date/Time	09-03-2026 16:30:00
बिड पेशकश वैधता (बंद होने की तारीख से) / Bid Offer Validity (From End Date)	75 (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	150000
वस्तु श्रेणी / Item Category	POLY ALUMINIUM CHLORIDE, LIQUID
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	POLY ALUMINIUM CHLORIDE, LIQUID
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Poly Aluminium Chloride (ONGC), XLPE Cable for Working Voltages up to and Including 1.1 KV as per IS 7098 (Part 1), Poly Aluminium Chloride (PAC) - MRPL, Barium Chloride liquid, magnetic stirrers, Poly Vinyl Alcohol (Liquid) (ONGC), Aluminium nitrate, Laminated Poly Pouches, POLY VITAMIN PROPHYLACTIC, Split or Cotter Pin
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	<ul style="list-style-type: none"> • Poly Aluminium Chloride (ONGC) • Alumino - Ferric (V2) Conforming to IS 299 • Poly Aluminium Chloride (PAC) - MRPL
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	Experience Criteria, 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	4
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
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 Days
निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

आवश्यकता/Required	No
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ईपीबीजी विवरण /ePBG Detail

आवश्यकता/Required	No
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विभाजन/Splitting

विभाजन/Splitting Applied	Yes
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बोलीदाताओं की अधिकतम संख्या, जिनके बीच ऑर्डर विभाजित किया जा सकता है। / Maximum No. Of Bidders Amongst Which Order May Be Split	2
विभाजन मानदंड इस बात पर आधारित है कि कौन सी क्वांटिटी को वितरित किया जाएगा / Split Criteria based on which quantity will be distributed	Tentatively in the ratio of 70:30 subject to acceptance of L-1 price matching request. MSE & MII purchase preference, if applicable as per PPP Policy, will also be taken into account.

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

POLY ALUMINIUM CHLORIDE, LIQUID (15000 kilogram)

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

तकनीकी विशिष्टियाँ /Technical Specifications

क्रेता विशिष्टि दस्तावेज़ /Buyer Specification Document	Download
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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	Ajay Prasad	769011,MODERNISATION STORES, SAIL ROURKELA STEEL PLANT	150000	90

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

1. **Scope of Supply**

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

2. **Generic**

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

3. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

The detailed material requirement is as per the following:-

POLY ALUMINIUM CHLORIDE, LIQUID

GRADE: HIGH BASICITY AS PER STANDARD: IS:15573-2005

Material is to be supplied on "Returnable" drum/ container basis.

I. ELIGIBILITY CRITERIA

1. The bidder should be a BIS certified manufacturer or authorised dealer for proposed liquid PAC.
2. The bidder should have supplied BIS certified Liquid PAC to any Public Health Organisation / Institute of repute / Govt. / PSE for treatment of potable water, atleast 30 Tonnes during last 3 (three) years ending last day of month previous to the one in which applications are invited.
3. Tenderer shall furnish Notarised copy of the following documents:-

(i) In case the firm is a manufacturer, any of the documents like Excise registration / Sales Tax registration/ MSME Certificate like UDYAM / NSIC/ registrar of company certificate / ISO certificate or any other valid documents as a proof of manufacturer. In case the firm is an authorised dealer, valid authorisation and proof of their principal as a manufacturer, to be furnished.

(ii) Invoice /challan copies & PO copies duly notarised along with techno commercial bid. Previous suppliers of the item to RSP may only furnish their Order No. & date with quantity supplied which will meet the required quantity specified as per Eligibility Criteria.

(iii) Notarised copy of BIS certificate issued in favour of the manufacturer along with date of validity.

* Non-submission of the documents towards fulfillment of eligibility criteria of the bid, as listed above, during bid submission, may lead to rejection of the bid.

II. SPECIAL TERMS & CONDITIONS

1. Liquid PAC should be suitable for potable water.

2. PAC (Liquid) must have a minimum shelf life period of 9 months left at the time of delivery at SAIL-RSP Stores. Firm should submit certificate confirming the shelf life at the time of delivery.

3. **PAC (Liquid) is to be supplied on returnable container basis.** The supplier will be required to take back the empty container (drums) at its own cost, risk & responsibility, within 30 days of intimation from Town Engg – Water Supply department of SAIL-RSP. After expiry of 30 days after intimation for lifting back of empty containers, SAIL-RSP will not be responsible for any damage or loss of empty drums.

4. Supplier(s) to ensure the availability of adequate numbers of drums/ containers for supply as per SAIL-RSP requirement. DELIVERY OF MATERIALS SHOULD NOT BE LINKED TO THE RETURN OF DRUMS.

5. The maximum allowable limit of Sludge quantity in the supplied material is 0.5% by mass. In case the Sludge quantity is found to be more than the allowable limit of 0.5% by mass, the party has to replace the material within 15 days of intimation, failing which, it will be treated as poor performance on the part of the supplier.

6. SAIL-RSP reserves the right to source the materials in the bid from two sources to ensure uninterrupted availability of material. Total or part quantity, ordered on a firm, may be diverted from one firm to another, in case of failure of the firm(s) to supply as per the terms of the contract/ SAIL-RSP's requirement. In case, contract is placed on a single supplier & the supplier fails to supply the

material as per SAIL-RSP's requirement, alternate procurement action shall be initiated at the risk and cost of the defaulting supplier.

7. In case it is found that the supplier(s) is not discharging the duties as per stipulations of the contract, SAIL-RSP shall be at liberty to terminate the contract by giving the concerned supplier(s) a reasonable period of notice in writing. All expenses and loss incurred by SAIL-RSP in finalizing any alternative arrangement for execution of the supply, shall be at the cost and risk of the concerned supplier(s) which shall be adjusted along with applicable GST from any amount payable to the concerned supplier(s) or can be recovered from the concerned supplier(s) in any other form. Also suitable action as may be deemed fit will be taken by SAIL-RSP against the concerned supplier(s) which may include (but not limited to) debarment from any business dealing with RSP in future. In case of order placement on more than 1 supplier, the balance quantity of work of the failed / defaulted supplier may be diverted and executed through the other available supplier(s).

8. SAIL-RSP reserves the right to increase/ decrease the order quantity by upto 20% of the bid quantity, at the time of contract placement. SAIL-RSP also reserves the right to increase the order quantity by upto 20% of the bid quantity, as per the requirement of plant, within the validity of the contract. In case the order quantity is increased, the order validity shall be extended accordingly, unilaterally by RSP. Vendor should be in a position to supply the additional quantity within the delivery period, without any other changes in terms and conditions of the contract. The bidders are required to confirm acceptance of the same in the techno-commercial offer.

9. Supplier shall be responsible for ensuring compliance to all statutory requirements related to the transportation of the material. Any License or statutory clearance etc., as required for transportation of liquid PAC, shall be taken by the supplier.

10. In case of difference between the challan weight and SAIL-RSP's weigh-bridge weight, existing practice of SAIL-RSP shall prevail.

11. SAIL-RSP reserves the right to fore-close the order with 15 days prior intimation to the supplier.

12. Guarantee Certificate (GC) & Material Test Certificate (MTC) from NABL/ GOVT approved lab are to be furnished along with each supply confirming to Table-1, Clause 4.2 of IS: 15573:2005.

13. Material is to be delivered at CSM Store of SAIL -RSP. Empty containers (drums) are to be lifted from Town Engg - Water Supply department site.

III. DELIVERY REQUIREMENT:

- Material to be supplied in phases (tentatively) as per the following schedule: -
 - o APRIL 2026: 60,000 KG.
 - o MAY 2026: 50,000 KG.
 - o JUNE 2026: 40,000 KG.
- The above delivery schedule, however, is tentative. Delivery schedule may change as per the requirement of SAIL-RSP. The actual requirement will be communicated by SAIL-RSP. The supplier will be required to supply the material accordingly.
- The above quantity may be bifurcated as per the applicable splitting rule for sourcing the material from the required number of sources. The detailed delivery schedule shall be as per SAIL-RSP's back-up purchase order(s). Further, LD shall be applicable for late delivery against the above delivery schedule, unless communicated otherwise by SAIL-RSP.

IV. GUARANTEE CLAUSE:

- As per standard guarantee clause of GeM.
- The Maximum allowable limit of Sludge quantity in the supplied material is 0.5% by mass. Supplier to submit declaration at the time of supply, confirming the same. If the insoluble matter content is more than the allowable limit of 0.5% by mass, party has to replace the chemicals within 15 days of receipt of communication from RSP, failing which, it will be treated as poor performance on the part of the supplier. This insoluble matter calculation will be based on SAIL-RSP's report and shall be binding on the supplier.
- Supplier to stand guarantee for the supply of the material as per specification & shelf life.

V. PRICE VARIATION CLAUSE: Firm till delivery.

VI. PACKAGING CLAUSE:

- PAC (Liquid) to be contained & supplied in tamper-proof, sealed drums of maximum 250 Kg capacity each (exclusive), on returnable drum/ container basis.
- Date of manufacture, expiry, BIS certification mark, batch number, supplier name and address to be printed/ stickered on each drum.

VII. INSPECTION TERM:

- Joint inspection by representatives from Materials Management (Inspection) and Town Engineering (Water Supply) deptts of SAIL-RSP, at RSP stores after receipt of material.
- Material should bear BIS certification mark on the surface of the container. GCconfirming supply of material as per Table-1, Clause 4.2 of IS: 15573:2005 & MTC from NABL/ GOVT approved lab to be submitted by the supplier along-with each consignment.

VIII. PAYMENT TERM: Standard payment term as per GeM. LD shall be applicable for late delivery against the above delivery schedule, unless communicated otherwise by SAIL-RSP.

BIDDERS TO NOTE:

1. Bidder must submit filled Annexure-A, Annexure -B (Format for undertaking by the bidder) & Annexure-S (details of supporting documents for verification), along with the offer. Formats attached in the bid document.
2. The offers of bidder(s) whose performance in SAIL-Rourkela Steel Plant (RSP) have been found to be unsatisfactory may not be considered and SAIL-RSP reserves the right to summarily reject such offers during any stage of tender, including and after price discovery.
3. In case any adverse report is received against a bidder, as an information or upon enquiry made by SAIL, in respect to capabilities and performance of the bidder, after receipt of the tender (even after opening of price bid), the quotation/ tender submitted by such bidder will be liable to be rejected on the grounds of the adverse report(s) received.
4.
 - i) SAIL reserves the right to verify any supporting document(s) submitted by a participating tenderer /bidder from its source (document issuing authority).
 - ii) 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 (Postal address, e-mail address, landline /Mobile number) of the issuing authority of each supporting document for verification.
 - iii) Non verification of any supporting document or information, 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.
 - iv) 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.
5. Only Class I/ Class II Local suppliers are eligible to participate in this bid. For all such participating bidders, it is mandatory to submit adequate documentation to establish their status as Class I/ Class II Local supplier. In case of participation as an authorized dealer, all such bidder(s) shall submit an undertaking (from the manufacturer) declaring the percentage of local content for the materials quoted in the bid. The undertaking of Local Content declaration to be submitted by the bidder shall be as per extant guidelines as issued by Government of India.

6. Other terms

- i. NO DEVIATIONS ARE ACCEPTABLE. By submitting offer against this bid, the bidder is accepting all terms & conditions of the bid as well as GeM terms & conditions.
- ii. All prices quoted in GeM will be on landed cost basis, inclusive of GST and all taxes/ duties(unless otherwise specified in Special Terms of ATC).
- iii. 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.
- iv. 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. By participating in the bid, the Bidder agrees to comply with all terms and conditions without making any alterations, additions, or modifications. Any attempt by the Bidder to include additional terms or clauses is

n the bid document may result in the bid being rejected by the Buyer at any stage of the evaluation process. The Buyer reserves the right to take appropriate action, including but not limited to disqualification of the Bidder, cancellation of the bid and cancellation of order, at its sole discretion.

v. Bidders to compulsorily submit the duly-filled Annexures with stamp and signature of authorized representative, as part of online offer.

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

vii. Risk purchase (RPN) clause: Subject to the terms and conditions of this Agreement, if the Supplier neglects or fails to perform the Agreement 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 14 to 30 days notice or any such extended period that the Supplier and Purchaser may mutually agree, to the Supplier 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 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, if any, shall have to be borne by the defaulting Supplier. Moreover, the defaulting Supplier shall have no claim over the quantity, which they failed to supply.

viii. 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

ix. 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.

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

4. **Buyer Added Bid Specific ATC**

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

5. **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.

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---