

बिड दस्तावेज़ / Bid Document

बिड विवरण / Bid Details	
बिड बंद होने की तारीख/समय / Bid End Date/Time	27-01-2026 15:00:00
बिड खुलने की तारीख/समय / Bid Opening Date/Time	27-01-2026 15:30:00
बिड पेशकश वैधता (बंद होने की तारीख से) / Bid Offer Validity (From End Date)	180 (Days)
मंत्रालय/राज्य का नाम / Ministry/State Name	Ministry Of Steel
विभाग का नाम / Department Name	Steel Authority Of India Limited
संगठन का नाम / Organisation Name	Bokaro Steel Plant
कार्यालय का नाम / Office Name	Bslp61
कुल मात्रा / Total Quantity	1800
वस्तु श्रेणी / Item Category	SLAG CEMENT, PORT LAND, BAG: 50KG
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	PORTLAND SLAG CEMENT
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Portland Slag Cement conforming to IS 455, Ordinary Portland Cement (V3) Confirming to IS 269, Portland Pozzolana Cement (Fly Ash Based) (V3) Conforming to IS 1489 (Part 1), Unplasticized PVC Pipes for Potable Water Supplies as per IS 4985, Portland Pozzolana Cement (Calcined Clay Based) (V2) Conforming to IS 1489 (Part 2), Ordinary Portland Cement (V3) Conforming to IS 269 for Bulk Buying, Porta Cabin (Cement Fiber Board), Cement Capsule, Precast Concrete Pipes (With And Without Reinforcement) (V2) As Per Is 458, Portland - Pozzolana Cement (Fly Ash Based) for Bulk Buying as per IS 1489 (Part 1)
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	<ul style="list-style-type: none"> • Ordinary Portland Cement (V3) Confirming to IS 269 • Portland Pozzolana Cement (Calcined Clay Based) (V2) Conforming to IS 1489 (Part 2) • Portland Slag Cement conforming to IS 455
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),Compliance of BoQ specification and supporting document *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	3 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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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.

SLAG CEMENT, PORT LAND, BAG: 50KG (1800 metric tonne)

(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	डिलीवरी अनुसूची /Delivery Schedule अनुबंध प्रारम्भ होने की तारीख से दिनों की संख्या में /In number of days from contract start days)		
1	Kunal Kumar	827001,DGM(Stores), Stores Department, Steel Gate, Gate No.-9, Bokaro Steel Plant, Bokaro Steel City-827001, Jharkhand	मात्रा /Quantity	प्रारंभ होने की तारीख से डिलीवरी /Delivery to start after	डिलीवरी _____तक पूरी कर ली जाए /Delivery to be completed by
			200	0	30
			200	31	60
			200	61	90
			200	91	120
			200	121	150
			200	151	180
			200	181	210
			200	211	240
			200	241	270

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

1. Certificates

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

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. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

TERMS AND CONDITIONS

Specification

PORTLAND SLAG CEMENT IN NEW JUTE/HDPE BAGS OF 50 KG. CONFIRMING TO IS: 455 WITH LATEST AMENDMENTS.

IMPORTANT NOTE

a) **Verification of credentials :**

- i. SAIL reserves the right to verify any supporting document (s) submitted by the participating tenderer/ Bidder from its source (document issuing authority).
- ii. In the interest of expeditious completion of verification, the participating tenderer/ Bidder shall provide a list of each supporting document on its letter-head as per "ANNEXURE-S" along with the contact detail, postal address, email address, landline, mobile number on 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/ not genuine/ at any stage during tendering process and even after placement of purchase order/ work order the tenderer is liable for punitive action as per extend guideline of SAIL.

b) **Evaluation and Price Breakup**

Evaluation of the bid shall be on the basis of total all inclusive, landed price at consignee Destination.

Successful bidder shall have to provide complete breakup of the quoted price in the required price bid format before award of contract.

c) **UDIN (Unique Document Identification Number)** to be clearly indicated in audited annual balance sheet and Profit & Loss statement supporting average annual turnover value of eligibility criteria.

d) **Adverse Report**

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.

e) The Vendors are required to submit following duly filled & signed formats along with techno-commercial eligibility documents :

i. Format for Acceptance of General Terms & Conditions

ii. Undertaking by Bidder

iii. Make in India Declaration (As per Government Guidelines)

iv. Basic information about the vendor

v. Affidavit (Annexure-A) -Duly Notarized affidavit on non-judicial stamp paper of Rs. 100/-

vi. Worksheet for Eligibility Criteria

vii. Annexure S (Verification of Credentials)

ELIGIBILITY CRITERIA FOR PROCUREMENT OF 1800 MT OF SLAG CEMENT, PORTLAND, BAG:50KG

1.

1.1 Only Indigenous manufacturers/suppliers are eligible to quote. The Intending Indigenous

tenderer shall submit Copies of the Purchase Orders & Stores receipt voucher in support of manufacturing /supply of tendered specification to any of the following organization during last seven years from Bid Invitation date.

- a) Govt. Organization
- b) PSU
- c) Public Ltd company
- d) Joint venture company where at least one partner is Govt. Organization or PSU

1.2 In support of successful completion of Purchase Orders mentioned & submitted by the tenderers as required in part-1.1, they shall submit performance certificate from the purchaser or submit a "self-attested declaration" that the item's supplied against above Purchase Orders has no adverse report from the purchaser as on Bid submission date and the above Purchase Order is a Regular Order, not a trial order.

1.3 In case, the supply is effected indirectly, then the tenderer has to submit relevant documents to establish that the end user of the item supplied against the above Purchase Order is amongst the four types of Organization mentioned above.

2.

2.1 The tenderer shall submit audited annual balance sheet for any consecutive three of last four years from the Bid Invitation date. The average annual turnover value for any consecutive three of last four years shall be equal to or more than the limiting turnover value of Rs. 44 lakhs

2.2 Provision for the firm who has started business since last two years.

Case-I

Turn Over value is in increasing trend then average of the two Turn Over Values must be equal to or more than the limiting turnover value of Rs. 44 lakhs.

Case-II

Turn Over value is in decreasing trend then lower of the two Turn Over values must be equal to or more than the limiting turnover value of Rs. 44 lakhs.

2.3 Provision for the firm who has started business since last one year only.

50% of the Turn Over value must be equal to or more than the limiting turn over value of Rs. 44 lakhs.

2.4 A relaxation of 15% in financial turnover will be given for MSEs who are eligible for preference and startups that are recognized by department for industry & internal trade (DPIIT). However both MSE and startups shall have to meet eligibility conditions for quality & technical specifications/requirement.

3) Tenderer shall have supplied minimum 900 MT of the Portland Slag Cement in any one year during the last 07 years to any of PSUs/Govt. organizations/Public limited company/Steel Plants. Copy of Purchase Orders and purchase orders and corresponding tax invoices (or R/R) in support shall be furnished along with the techno-commercial bid.

4) The tenderer is required to submit self-attested photocopies of documents in support of their eligibility and experience along-with the techno-commercial bid. In addition, bidder shall submit an affidavit in enclosed format (Annexure-A) declaring that the documents submitted by them are genuine.

5 BSL reserves the right to call for original documents for verification at any time during tendering, evaluation and/or the execution of the contract. In case of any documents/information submitted by bidder(s) found to be false or containing any misrepresentation of 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 BSL against the bidder.

Other Terms and conditions

1) Quantity Variation Clause

SAIL/ BSL reserves the right to increase or decrease quantity by 25%

2) Inspection and Testing

Pre-dispatch inspection shall be waived. Material shall be accepted at BSL Stores on the basis of visual inspection, vendor's Guarantee Certificate for conformity of quality of material as per IS: 455 with latest amendments and Manufacturers Test Certificate. Material to be accepted on the basis of 07 days test report if found within acceptable limit. However BSL reserves the right to get the material tested after receipt. The manufacturer shall submit the test certificate & Guarantee Certificate within 10 days of dispatch of material.

Note: BSL reserves the right to get the material tested after receipt.

Inspection Text:

1. BSL reserves the right to conduct inspection at any stage prior to despatch or after receipt including testing of materials irrespective of inspection clause given in the PO.

2. ALL TEST REPORTS / DOCUMENTS mentioned in PO have to be submitted in addition to the documents mentioned in inspection plan along with the material or whenever asked for .

3. Clear, Visible Identification Mark (IM) Of The Supplier / Manufacturer Has To Be Given On The Material And It Has To Be Encircled, Failing Which The Material May Be Rejected. The Details Of The "IM" And Its Location On The Material Has To Be Clearly Mentioned In The Invoice / Challan / Packing List.

3) Guarantee Clause and Rejection

3.1 Cement may be rejected if it does not comply with any of the requirements specified in this specification.

3.2 The delivery of cement at BSL store should not be more than or equal to 45 days from the date of manufacture. If the cement remaining in bulk storage at the mill, prior to shipment for more than six months, or cement in bags in local storages in the hands of vendor for more than three months after the completion of test, may be retested by BSL before use and may be rejected if it fails to confirm to any of the requirement in this specification IS 455 .

4) Weighment

All the trucks shall be weighed at destination i.e. Bokaro Steel Plant's Weighbridge(s). If the weighment at Bokaro Steel Plant for that truck is within tolerance range of minus 0.5 percent of the Supplier's Challan weight, the supplier's challan weight shall be final. If the weighment at Bokaro Steel Plant is found to be more than the Challan weight, the payment shall be restricted up to the Challan weight. In case the weighment at Bokaro Steel Plant is found to be less by more than 0.5 percent of the challan weight, the weighment found at Bokaro steel plant shall be final for the purpose of payment.

5) Packing and Marking

5.1 Packing

Material to be supplied in bags of 50 Kg net packed in new Jute/HDPE/PP bags. Each end of bag should be machine/hand stitched to prevent mixing of water/moisture in the material while in-transit and also during storage of the consignments in stores.

5.2 Marking

Each HDPE/PP bag shall be clearly marked with manufacturer's name/Trade mark, Name of

material/Net/Gross weight.

6) **Delivery Term** : FOR - BSL STORE, B S CITY

7) **Delivery Schedule**

Delivery of portland slag cement shall be staggered @ 200 MT per month from the date of placement of PO.

However, delivery may be regulated further by the user department as per plant requirement.

The total ordered quantity shall be supplied as per the delivery schedule in the Purchase Order.

8) **Payment Terms : 100% payment against GRN**

Note: Suitable loading shall be done for evaluating offers with payment terms deviating from standard payment terms as above.

Further BSL reserves the right to reject the bid with unfavorable payment terms.

9) **Unloading Responsibility : BSL**

10) **Security Deposit Bank Guarantee (SDBG)**

i. Within 21 (twenty one) days from the date of Placement of Order, the successful Bidders should furnish Security Deposit in the form of a bank guarantee as per proforma, for an amount covering 5% (five percent) of the Basic Value (excluding taxes, duties and freight) of the contract.

In case the supplier delays submission of Security Deposit / Performance Guarantee, a penalty of 0.2% of the original SD / PG amount per completed day of delay, limited to an amount not exceeding 5% of the original SD / PG amount shall be applicable.

No change in the prescribed proforma of the bank guarantee for Security Deposit is acceptable. The SDBG should be established in favour of respective SAIL Plant through any scheduled Bank except Co-operative and Gramin Bank and should be received in the office of the Purchase Manager of the respective Steel Plant who has issued the purchase order within 21 (twenty one) days of the date of Placement of order. The Stamp Paper shall be purchased in the name of the concerned Bank and stamp paper shall be of Rs.100/- denomination

ii. The SDBG shall be kept valid and in full force and effect till a period of three months from the date of delivery of the last consignment of the Purchase order. However the seller shall release the SDBG on application after the seller has discharge all his obligations under the contract. The SDBG shall be operable at the local Branches of issuing Bank located at respective steel plant.

iii. Suppliers shall have the option to permit respective steel plant to retain an amount equivalent to SDBG amount from their initial bills in lieu of submission of SDBG.

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---