

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	18-08-2026 14:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	18-08-2026 14:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	90 (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	Sail Growth Works
कार्यालय का नाम/Office Name	Kulti
शिकायत निवारण के संपर्क विवरण/ Contact details of Grievance redressal	HOD Email id :santanu.ghosh@sail.in Buyer Email id: buyer2.sgw.wb@gembuyer.in
कुल मात्रा/Total Quantity	6000
वस्तु श्रेणी /Item Category	Copper Coated Solid Wire (0.8 mm) for MIG-ARC-WS-6 (Layered) , IS: 6419 or Equivalent A WS SFA A5.18: 7
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	Copper Coated Solid Wire (0.8 mm) for MIG-ARC-WS-6 (Layered), IS:6419 or Equivalent A WS SFA A5.18:70S-6
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	MIG WELDING WIRE
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Relaxation for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Relaxation for Years of Experience and Turnover	No
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Certificate (Requested in ATC) *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	7
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	1
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	Yes
रिवर्स नीलामी योग्यता नियम/RA Qualification Rule	H1-Highest Priced Bid Elimination
क्रेता के लिए उपलब्ध आईटीसी/ITC available to buyer	Yes
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 Days
निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
Payment Timelines	Payments shall be made to the Seller within 10 days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC)
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

आवश्यकता/Required	No
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ईपीबीजी विवरण /ePBG Detail

आवश्यकता/Required	No
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विभाजन/Splitting

विभाजन/Splitting Applied	Yes
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	Two party 70:30 ratio subjected to L-1 price matching. In case L-2, L-3 do not match with L-1, order may be placed on L-1 offer provided fulfil the EC

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/सेवा प्रदाता को खरीद में प्राथमिकता, यदि उनका मूल्य $L1+X\%$ / Purchase Preference to MSE OEMs/ Service Provider available upto price within $L1+X\%$	15
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माता/सेवा प्रदाता को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Percentage of Bid quantity/amount for MSE OEMs/ Service Provider Purchase preference	25

ट्रेड्स भुगतान संबंधी विवरण/TReDS Payment Details

This Bid provides for Trade Receivables Discounting System (TReDS) as Preferred mode of payment. For MSME sellers, payments may be processed through a TReDS exchange in which the Buyer is registered, subject to applicable policy and regulatory guidelines. Accordingly, sellers intending to avail payment through TReDS are required to be registered with at least one TReDS exchange in which the buyer is registered.

1. Preference to Make In India products (For bids < 200 Crore): Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate. The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023. [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017 and its subsequent Orders/Notifications issued by concerned Ministry. Benefits of MSE will be allowed only if seller/service provider is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

2. **Purchase preference to Micro and Small Enterprises (MSEs):** Purchase preference will be given to MSEs having valid Udyam Certificate 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. In respect of bid for Services, the bidder must be the Service provider of the offered Service. 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. 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 in case of product bids, whereas in case of services the eligibility is automatically validated. 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.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.

Copper Coated Solid Wire (0.8 Mm) For MIG-ARC-WS-6 (Layered) , IS: 6419 Or Equivalent A WS SFA A5.18: 7 (6000 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](#)

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%	100%

प्रेषिती/रिपोर्टिंग अधिकारी तथा मात्रा/Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Mahesh Kumar Bhangre	713343,CGM (WORKS), SAIL GROWTH WORKS, KULTI , PO - KULTI, DISTRICT - PASCHIM BARDHAMAN, WEST BENGAL	6000	120

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

1. Generic

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity up to 25% of the contracted quantity during the currency of the contract at the contracted rates. The delivery period of quantity shall commence from the last date of original delivery order and in cases where option clause is exercised during the extended delivery period the additional time shall commence from the last date of extended delivery period. The additional delivery time shall be $(\text{Increased quantity} \div \text{Original quantity}) \times \text{Original delivery period (in days)}$, subject to minimum of 30 days. If the original delivery period is less than 30 days, the additional time equals the original delivery period. The Purchaser may extend this calculated delivery duration up to the original delivery period while exercising the option clause. Bidders must comply with these terms.

2. Generic

Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.

3. Generic

Bidder shall submit the following documents along with their bid for Vendor Code Creation:

- Copy of PAN Card.
- Copy of GSTIN.
- Copy of Cancelled Cheque.

d. Copy of EFT Mandate duly certified by Bank.

4. Generic

While generating invoice in GeM portal, the seller must upload scanned copy of GST invoice and the screenshot of GST portal confirming payment of GST.

5. Scope of Supply

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

6. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

Terms & Condition:

Scope of Tender	Supply of Copper Coated Solid Wire (0.8 mm) for MIG-ARC-WS-6 (Layered), IS:6419 or Equivalent A WS S FA A5.18:70S-6
Make	M/s ESAB India, Ador Welding, Gee Ltd., Modi Pvt. Ltd., Weld Craft Pvt. Ltd., Mailam India Ltd., L&T Electrode, D&H India Ltd., D&H Secheron Electrodes Pvt. Ltd., Oerlikon, The Indian Steel & Wire, Royal Arc Electrodes
Inspection Clause	The material should be as per specifications
Place of Inspection	SGW, Kulti
Inspection Agency	Inspection by GM (Idler, MS, Mech. Maint.) or Representatives of SGW, Kulti
Guarantee Clause	One year from date of supply
Order Distribution	Two party 70:30 ratio subjected to L-1 price matching. In case L-2, L-3... do not match with L-1, order may be placed on L-1 offer provided fulfil the EC
Place of Delivery	F.O.R. SGW, Kulti
Delivery Schedule	Supply of item as below: 1) 50% ordered quantity within first 25 - 30 days from the date of PO. 2) Remaining 50% of ordered quantity within 110 - 120 days from the date of PO.
Dispatch documents	Guarantee Certificate
Bidder should accept	General Terms & Conditions of Contract for Purchase (SAIL - P1) [Format attached]
Special Terms & Condition:	v Material should be as per specification. v Quality of wire and standard good quality packaging should be same throughout the supply.
Remarks	(i) If offer is submitted through Authorized Dealer then proper authorization letter shall be submitted along with offer. (ii) If delivery is made through authorized dealer then PDIC from manufacturer shall be submitted for each consignment.

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Eligibility Criteria for Tenderer:

1. The bidder shall be a Manufacturer/Supplier (Auth. Dealer/Distributor/Trader) of Welding Wire for engineering applications (inclu. 0.8 mm dia). Documentary proof are to be submitted in support of the same: Certificate issued by Govt. Agencies/ Govt. authorized agencies/ISO certificate / Agency certificate.
2. **The bidder has to submit credential for successful execution of Purchase Orders of Welding Wire for engineering applications (inclu. 0.8 mm dia) from Govt. Organization/PSU/Corporate sector (Public Ltd./Pvt Ltd.)/ Autonomous Bodies/Joint Venture Company where at least one partner is Govt. Organization/ PSU in last seven financial years ending last day of month previous to the one in which application are invited as per either of the following:**
 - a) Single order amount of minimum **Rs. 2, 58, 634.32**
OR
 - b) Two nos. orders, each amount of minimum **Rs. 1, 72, 422.88**
OR
 - c) Three nos. orders, each amount of minimum **Rs. 1, 29, 317.16**
- a) Self-attested copies of Purchase Order and Statement of Delivery Completion Certificate from buyer or Buyer's payment advice or Paid RA Bill certified by Buyer to be submitted.
- b) Performance Certificate from the purchaser/Self-Attested Declaration that the items supplied against the purchase orders has no adverse report from the purchaser.
3. Annual Turnover should be at least **Rs. 2, 15, 528.60** in any one year of the last three financial years ending on 31st March 2025. In support of turnover, Audited Accounts along with all related schedules should be submitted. All financial documents such as Annual Turnover, Balance Sheet, Profit & Loss statement etc. certified by Chartered Accountant (CA) submitted by the tenderer / partners must contain Unique Document Identification Number (UDIN).

Note: (1) "In case any document/information submitted by bidders(s) is found to be false or containing any misrepresentation or having fraudulent declaration in it, then in such eventuality legal action (including cancellation of the contract, banning of business dealing, damages criminal proceedings, etc.) as deemed fit may be initiated by SGW against the bidder"

(2) Offers received from any Party whose contracts have been terminated or party have been not completed the order as per Delivery schedule and even after reminders their offer would be rejected.

Special Terms and Conditions: -

- All bidders participating in the tender are required to carefully read the complete tender document and strictly adhere to all instructions and guidelines specified therein.
- Bidders must submit all required documents as specified in the NIT, including EMD/Bid Security Declaration (as applicable), acceptance of all Terms & Conditions, compliance with Eligibility Criteria (Technical and Financial), and Commercial Terms & Conditions, prior to the opening

g of the tender.

Kindly note that no additional documents shall be accepted after opening of the tender. However, documents may be sought only for clarification purposes in respect of the documents already submitted.

1. **Verification of Credentials:** SGW, Kulti reserves the right to verify any supporting document(s) submitted by the bidder directly from the issuing authority. Bidders must submit a list of all supporting documents with contact details of the issuing authorities on their letterhead as per the **Annexure “S”**.
2. **Submission of Genuine Information:** Non-verification of documents by the Employer (who issued the documents) does not-absolve the bidder of the responsibility to provide genuine information. If any document is found fake, forged, or tampered with at any stage, the bidder is liable for punitive actions per extant guidelines.
3. **Representations for Rejection:** In the event of techno-commercial rejection, the bidder will be provided a period of at least 2 working days to submit clarifications. No new documents (dated after the tender opening) will be entertained; only clarifications on existing submissions will be considered.
4. **Conflict of Interest:** The bidder must ensure there is no conflict of interest. Similarly, the evaluation process is governed by strict transparency, requiring declarations from all committee members.
5. **MSE & Start-ups:** A 15% relaxation in financial turnover criteria is provided for MSEs and DPIIT-recognized start-ups for procurements up to ₹5 Crores. For Digital Transformation initiatives, technical and financial experience may be relaxed up to 100%.
- 6.

SAIL Guideline on Verification of Credentials submitted by Bidders during Tender Evaluation

Annexure - S

SI No	Type of document (for e.g. work order/job completion certificate/ Invoice/ Receipt A bill/Final Bill etc.)	Issuing authority Company Details (with full postal address)	Contact official Name, Designation & email address of Issuing Authority	Contact Official Line and Line & Mobile Number of Issuing Authority
1				
2				
3				
4				
5				

Bid-Securing Declaration

(In lieu of EMD)

Date:

Bid No.:

Alternative No.:

To,

SAIL GROWTH Works, Kulti.

I/We-----, the undersigned, declare that:

I/We* understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration in lieu of Earnest Money Deposit.

I/We understand that if I/We withdraw or modify our Bids during the period of validity, or if

I/We are awarded the contract and I/We fail to sign the contract, or to submit a performance

Security before the deadline defined in the request for bids document, I/We will be suspended for the period of one year from being eligible to submit Bids for all future contracts.

I/We* understand this Bid Securing Declaration shall cease to be valid if I am/we are* not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our* Bid.

Yours faithfully

[insert signature of person whose name and capacity are shown] In the capacity of

[insert legal capacity of person signing the Bid Securing Declaration]

Name: *[insert complete name of person signing the Bid Securing Declaration]*

Duly authorized to sign the bid for and on behalf of: *[insert complete name of Bidder]*

Dated on _____ day of _____, _____ *[insert date of signing]*

Corporate Seal (where appropriate)

[Note: In case of a Joint Venture, the Bid Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid.]

PAYMENT TERM:

100% payment against GARN within 10 days. In case you are quoting for any other payment term, SAIL-Growth Works, Kulti reserves the right to reject quotation with unacceptable payment terms or to accept after loading on quoted price for differential payment term if considered acceptable by SGW.

Following details shall be required for payment of bills:

- 1) Invoice / Bill in triplicate.
- 2) The supplier should quote the relevant GST No. in all the documents pertaining to the payment of GST (i.e. Invoice / Challan / Consignment Note / Lorry Receipt etc.).
- 3) The Purchase Order No. and Date should be quoted in all bills along with last amended purchase order number and date.
- 4) Bank details.

1. Item details: Annexure - A

Sl. No	Item Description & Specification	Make	Quantity (Kg)
1	Copper Coated Solid Wire (0.8 mm) for MIG-AR C-WS-6 (Layered), IS:6419 or Equivalent A WS SFA A5.18:70S-6	M/s ESAB India, Ador Welding , Gee Ltd., Modi Pvt. Ltd., Weld Craft Pvt. Ltd., Mailam India Ltd., L&T Electrode, D&H India Ltd., D&H Secheron Electrodes Pvt. Ltd., Oerlikon, The Indian Steel & Wire, Royal Arc Electrodes	6000

Risk Purchase: If the supplier fails to deliver the stores either in full or in part , within the prescribed delivery period, the purchaser shall be entitled at his option to take alternate procurement action, at the risk and cost of the supplier for the unsupplied portion of the goods/items for which delivery has expired without cancelling the contract in respect of the stores not yet due for delivery, or to cancel the contract based on progress on work, including stores not due for delivery, and, if thought fit/necessary, to purchase the stores at the risk and cost of the supplier. The price differential in case of higher cost to AIL, 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.

7. Buyer Added Bid Specific ATC

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

अस्वीकरण/Disclaimer

The Additional Terms and Conditions (ATC) have been incorporated by the Buyer after approval of their Competent Authority. The Buyer, is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any restriction arising in the bidding process due to these ATCs and including the modification of technical specifications and / or terms and conditions governing the bid. All representations / grievances pertaining to the ATC clauses shall be raised with the buyer organization directly and not with GeM. If any of the clause(s) is/are incorporated by the Buyer regarding the following, the bid & resultant contract shall be treated as null & void. Further, GeM reserves the right, at its sole discretion, to cancel the bid forthwith, without issuance of any prior notice or intimation :-

1. Publishing Custom / BOQ bids for items for which regular GeM categories are available (unless such Custom / BOQ item is bunched with the major regular product Category Item).
2. Mandating procurement of / from specific Brand / Make / Model / Manufacturer / Dealer except in case of Single Bid / Proprietary Article Certificate (PAC) Buying.
3. Inclusion of disqualification criteria related to suspension of seller / service provider, where such suspension period has already expired.
4. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
5. Publishing bids on GeM for procurement of works.
6. Procurement of Goods by creating a Service bid on GeM & vice-versa.
7. Seeking sample with bid or approval of samples during bid evaluation process. However, trial / sample, as the case may be, shall be permitted in cases where trial / sample are allowed as per approved and published procurement policy of the Buyers' controlling Ministry / Department / State / Public Sector Enterprises Headquarters. If there is any violation of trial / sample clause with regard to approved policy of the Buyers' Ministry / Department / State / Public Sector Enterprises Headquarters, then this is to be determined and redressed by the concerned Buyer Organisation only.
8. Seeking experience from specific organization / department / institute only or from foreign / export experience.
9. Creating bid for items from incorrect categories.
10. Reference of conditions published on any external site or reference to external documents/clauses.
11. Asking for any Tender fee / Bid Participation fee, as the case may be.
12. Buyer added ATC Clauses which are in contravention of clauses defined in bid detail section, including specifications, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by the applicable GeM GTC.
13. Any ATC clause in contravention with GeM GTC Clause 4 (xiii) (h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
14. In a category based bid, adding additional items, through buyer added, additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogues or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

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

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

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

continue to remain applicable.

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

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

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

This Bid is governed by the General Terms and Conditions, conditions stipulated in Bid and Service Level Agreement specific to the Service, as the case may be, as provided in the Marketplace.

However, in case of Service, if any condition specified in General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement specific to said Service, then it will over-ride the conditions in the General Terms and Conditions.

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

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्यवाई 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---