

बिड दस्तावेज़ / Bid Document

बिड विवरण / Bid Details	
बिड बंद होने की तारीख/समय / Bid End Date/Time	19-08-2026 16:00:00
बिड खुलने की तारीख/समय / Bid Opening Date/Time	19-08-2026 16:30:00
बिड पेशकश वैधता (बंद होने की तारीख से) / Bid Offer Validity (From End Date)	120 (Days)
मंत्रालय/राज्य का नाम / Ministry/State Name	Ministry Of Steel
विभाग का नाम / Department Name	Rashtriya Ispat Nigam Limited
संगठन का नाम / Organisation Name	Rashtriya Ispat Nigam Limited
कार्यालय का नाम / Office Name	Visakhapatnam Steel Plant
शिकायत निवारण के संपर्क विवरण / Contact details of Grievance redressal	HOD Email id : hodmm@vizagsteel.com Buyer Email id: buyer45.rinl.vskp@gembuyer.in
कुल मात्रा / Total Quantity	8
वस्तु श्रेणी / Item Category	MODIFIED CT WHEEL ASSEMBLY FOR IOSA BLENDER RECLIMER
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	CT WHEEL ASSEMBLY FOR RECLIMER
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Oil filter assembly for wheel loader, M.S Stopper for Traffic Control (Portable Barrier), Computerised Wheel Balancer, Workout Abdominal Wheel for Gym (V2), Blocking Rectifier /Free Wheeling Diode Panel - BHEL , Building Blocks For Kids (V4), Portable Ramps Conforming to IS 18560, Shaft and Shaft Assembly as per Drawing (RCF), Demulsifier for Mehsana Asset - ONGC, Three Wheeler for Passengers
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	• Carbon Steel Forgings For General Engineering Purposes- IS:2004
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 लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या / Minimum number of bids required to disable automatic bid extension	3

बिड विवरण/Bid Details	
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	3
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
Payment Timelines	Payments shall be made to the Seller within 45 days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC)
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

आवश्यकता/Required	No
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ईपीबीजी विवरण /ePBG Detail

आवश्यकता/Required	No
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बोली विभाजन लागू नहीं किया गया/ Bid splitting not applied.

एमआईआई खरीद वरीयता / MII Purchase Preference

एमआईआई खरीद वरीयता / MII Purchase Preference	Yes
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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	70

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 70% (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

MODIFIED CT WHEEL ASSEMBLY FOR IOSA BLENDER RECLIMER (8 set)

(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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अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

DrawingDocument1	View
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परिषेती/रिपोर्टिंग अधिकारी तथा मात्रा/Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	परिषेती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
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क्र.सं./S.No.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Chikkala Madhu Sudana Rao	530031,CENTRAL STORES BUILDING VISAKHAPATNAM STEEL PLANT	8	90

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. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

Buyer ATC (ADDITIONAL TERMS & CONDITIONS) OF GEM BID

NOTE: BIDDERS ARE REQUESTED TO READ THE BID DOCUMENT CAREFULLY BEFORE SUBMISSION OF THE BID.

1.0 GENERAL:

1.1 The tender shall be governed by the " Detailed Terms and Conditions of Invitation to Supply Tender (ver:1.18 dt:30.12.24) " and " General Conditions of Contract for Supply (GCC) ", which are available on RIN L, VSP's website, which can be freely accessed and downloaded.

1.2 Tenders shall be treated as if the GCC, Detailed Terms and Conditions of Invitation to Supply Tender and Bid ATC have been accepted in TOTO by the Tenderer unless deviations, if any, are specified in the offer.

1.3 EXCEPTION AND DEVIATION: No request for change in scope of work will be considered.

1.4 Tenderers/Bidders shall be required to submit an Undertaking regarding authenticity of documents submitted in the format attached at Annexure-1. The Bidder/ tenderer shall sign all the pages of his/her submission w.r.t to subject tender.

1.5 Bidder shall submit a Declaration / "Non-Collusive Tendering Certificate" (as per the format at Annexure-2) whether:

a. The proprietor/ partner/ Director of the firm/ company has any relationship within the meaning of Section 6 of the Companies Act 2013 with any of the employee working in the plants / units concerned or Director of RINL including its subsidiaries and if so, give the details.

b. The person or team representing the firm is also representing any other firm participating against the tender and if so, give the details thereon. Non-disclosure/ Incorrect disclosure of the above details factually by a firm either on its own while submitting its offer or upon enquiry at the option of RINL during the scrutiny of its offer may invite penal action against the firm, which may include rejection of the offer, suspension of business dealings or both.

1.6 The OMs / Orders issued by Government of India and any subsequent modifications / amendments thereto, relating to: (a) Public Procurement (Preference to Make In India) Order 2017 (b) Restrictions imposed on issuance of GTEs and (c) Requirement of registration of bidders with Competent Authority, such as in case of bidders from countries sharing land border with India etc., shall be adhered to by the tenderers.

2.0 TECHNICAL SPECIFICATION OF CT WHEEL ASSEMBLY FOR BR-6(IOSA)(01 item).

Technical Specification document sign and stamped shall be submitted.

3.0 GUARANTEE CLAUSE:

3.1 GUARANTEE REQUIRED: Supplies are to be guaranteed for 12 (twelve) months from the date of use or 18 (eighteen) months from the date of receipt and acceptance, whichever is earlier.

3.2 Replacements of defective items / parts if any during the guarantee period must be delivered by the Supplier free of charge up to VSP stores, Visakhapatnam on DDP basis (Incoterms 2020)

3.3 Items having shelf life should confirm to specify guarantee as per tender, the proof of date of manufacture should be available in the cases either on the label of the item or on the Guarantee certificate.

4.0 Eligibility criteria of Bidders :

4.1 OFFERS FROM BIDDERS WHO ARE UNDER BLOCKED IN RINL MATERIAL GROUP:79011 OR CENTRALLY BLOCKED WITH RINL/VSP SHALL BE LIABLE FOR REJECTION.

4.2. Offers from enlisted vendors of RINL/VSP in Material group: 79011 are only be Considered for evaluation and other offers are liable for Rejection. Bidders please note this.

5.0 DOCUMENTS REQUIRED:

a. Submit duly signed and stamped Technical Specification of CT WHEEL ASSEMBLY FOR BR-6(IOSA) confirming acceptance.

b. Submit duly signed and stamped GeM Bid document along with Buyer ATC on all pages. Documents for claiming MSE benefits, in case of MSEs, as per terms and conditions of this Bid. Notarised UDYAM for claiming MSE benefits.

c. Documents for claiming MII benefits.

d. Signed stamped copy of
Annexure-1 (FORMAT FOR UNDERTAKING),
Annexure-2 (FORMAT NON-COLLUSIVE TENDERING CERTIFICATE)
& Annexure-4 (BID SECURITY DECLARATION)

6.0 QUANTITY: The quantity shall be as per schedules conforming to Technical Specifications.

7.0 DELIVERY SCHEDULE:

Delivery period should be within 90 days from the date of placement of LOI or Purchase Order/Contract.

Or

During such period as indicated by the Purchaser at the time of finalization of the LOI.

8.0 Consignee: Chikkala Madhusudana Rao, Sr. Mgr (Stores), Central Stores dept, Visakhapatnam, VISAKHAPATNAM STEEL PLANT, RINL, Visakhapatnam-530031, AP, INDIA.

9.0 NUMBER of SOURCES:

The tendered quantity shall be taken from the Lowest Techno - Commercially Acceptable tenderer on Single (One) source. However, the bid quantity may be split into 'TWO' sources as per MSE purchase preference policy of buyer subject to L1 price matching.

9.1 RINL /VSP reserve the right to procure any or all the tendered items from one or more than one source.

9.2 In case the order is to be placed on more than one tenderer as specified in the Tender document, then the tenderers will be asked to match their prices with L-1 rate for distribution of the items / jobs to be ordered. Only the tenderers, who agree to match their prices with L-1 rate, will be considered for the distribution of order as per their original ranking. The allocation will be in the descending order with L-1 getting the highest share. Further, Purchase Preference to eligible MSEs & MII tenderers shall be followed as per Clause no. 17.0 below. For reference purpose, Bidders are requested to refer to an Illustration of the distribution pattern for splitting the order into 2 / 3 / 4 parties, as applicable, given at "Detailed Terms & Condition

s of Invitation to supply tender” under “TENDERS” > “MM” in RINL-VSP’s website www.vizagsteel.com

10.0 QUOTING OF PRICE: On LANDED Cost basis only (Including applicable GST, Packing, Freight & Insurance) per unit.

10.1 Price of the Material offered should be quoted in Indian Rupees per unit basis. The price should be quoted FOR VSP Stores ,Visakhapatnam, RINL-VSP, Andhra Pradesh. India.

10.2 Tenderers are required to quote for the full tendered quantity (part qty. shall not be considered).

10.3 Price Firmness: The prices quoted/offered by the tenderer's should be firm till execution of Order/Contract.

11.0 PAYMENT TERMS:

11.1 100% payment of the value of each consignment shall be made against submission of bills along with VSP’s acceptance GARN (Goods Acceptance / Rejection Note). Payment shall be released by FINANCE DEPARTMENT, PURCHASE BILLS-1 SECTION, VISAKHAPATNAM STEEL PLANT, RINL, VISAKHAPATNAM-530031. Andhra Pradesh on 60th day (21st day for Local Micro and Small enterprises-MSE and 45th day for non-local MSEs, subject to submission of documents as stipulated for availing MSE benefits) from the date of acceptance of material at VSP (i.e., GARN date) subject to submission of separate original bills to AGM(F&A), FINANCE DEPARTMENT, PURCHASE BILLS-1 SECTION, VISAKHAPATNAM STEEL PLANT, ANDHRA PRADESH. INDIA

11.2 Payment shall be made by NEFT/RTGS mode or such other mode of electronic fund transfer offered by banks. Tenderers must furnish the required bank account details to VSP in prescribed proforma so that the same can be updated in VSP’s database.

12.0 INSPECTION: Pre-dispatch inspection by RINL appointed agency at supplier premises. Wherever pre-despatch inspection is stipulated in the PO the supplier should furnish the inspection call as per the prescribed format, to the Purchase Department with attention drawn to the signatory with name & designation / On-line through the portal (URL:<https://srm.vizagsteel.com>), giving a minimum notice of 15 days. The inspection notice shall however be given only if the materials are ready in all respects at supplier premises. Penalty shall be levied in case of false inspection calls and also violation of inspection terms, as per the policy of the Purchaser. Wherever Stage Inspection is applicable shall be followed as per PO specification.

13.0 PACKING: Each consignment must relate to one PO only. If it becomes necessary to send materials of different POs in one consignment, the materials against respective PO should be packed separately with the PO and item details marked on it for easy identification. VSP material Nos., PO No. & Date with brief description and quantity should be indicated on the packing and delivery challan for easy identification.

14.0 TEST CERTIFICATE (TC):

TC as per Mat PO Text/Specification

15.0 TRANSPORTATION: Transportation of the material is the responsibility of SUPPLIER up to VSP’s Stores, Visakhapatnam. Any transit breakage/damage shall be to supplier’s account.

16.0 Notwithstanding anything specified in this Tender Document, RINL,VSP in its sole discretion, unconditionally and without having to assign any reason, reserves the right:

- a) To accept or reject the lowest tender or any other tender or all the tenders;
- b) To accept any tender in full or in part;
- c) To reject the offers not conforming to the tender terms and
- d) To give Purchase preference to Public Sector Undertakings wherever applicable as per Government policy/ Guidelines.
- e) To extend Purchase Preference to Local & Non-Local SSIs / MSEs (Micro and Small Enterprises), subject to submission of documents as stipulated.

17.0 Right to accept/reject offers:

i) RINL/VSP does not pledge itself to accept the lowest priced Offer or any other Offer and reserves to itself the right of accepting the whole or any part of the tender/Offer or portion of the quantity tendered and the tenderers (bidders) shall supply the same at the rate quoted.

ii) Common IP clause: The bids received from common IP address shall be summarily rejected, without any further Notice.

18.0 PURCHASE PREFERENCE TO MSEs AND MAKE IN INDIA (MII) VENDORS AND OTHER BENEFITS:

18.1 Purchase Preference to eligible MSEs & MII tenderers shall be followed as per Clause no. 8.0 of Detailed Terms and Conditions of Invitation to Supply Tender (ver:1.18 dt:30.12.24) which are available on RINL, VSP's website.

18.2 PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA):

Eligibility of Class-I Local Supplier / Class-II Local Supplier / Non-local Suppliers, Purchase Preference, applicability in tenders, Minimum Local content, verification of local content, and related provisions etc shall be as per Order No. P-45021/2/2017-PP (BE-II) dtd.16.09.2020 from Department for Promotion of Industry and Internal Trade (Public Procurement Section), Ministry of Commerce and Industry, Government Of India.

18.3 Purchase preference is accorded to Public Sector Undertakings wherever applicable as per Government policy/guidelines.

18.4 Purchase preference is accorded to Local Micro & Small Entrepreneurs (Local SSIs) and non-local MSEs as at 17.5 below, subject to submission of documents as stipulated vide clause 18.1 below. Further, the tender sets shall be provided free of cost and exemption shall be given from submission of Earnest Money Deposit (EMD) for such MSEs.

18.5 Local and non-local Micro and Small Enterprises (MSE) those are technically and commercially acceptable shall be considered for extension of purchase preference, where their offer is within 15% of L-1 offer and they match the L-1 offer. The quantity distribution shall be done among the L-1 tenderer and other eligible tenderers (Who are in the range of purchase preference and match the L-1 price), MSE Purchase Preference to eligible tenderers in the order of preference given below (in the order of ranking within each preference category):

- a. Local MSEs - Till the total quantity on Local MSEs equals or exceeds 50%
- b. MSEs - Till the total quantity on MSEs (including Local MSEs) equals or exceeds 25%
- c. Others.

Illustrative Example for Quantity Distribution (Annexure-3) (in case of divisible items, and where No. of Sources as per tender is Two) is given at "Detailed Terms & Conditions of Invitation to supply tender" under "TENDERS" > "MM" in RINL-VSP's website www.vizagsteel.com

18.6 Where there is/are eligible Local MSE/s and it is not possible to split the order, 100% of the order quantity shall be placed on the lowest eligible local SSI.

18.7 Quantity reserved for SC/ST / WOMEN owned MSEs: Within the 25% of the tendered quantity reserved for MSEs, 4% shall be reserved for MSEs owned by SC/STs and 3% shall be reserved for MSEs owned by WOMEN, who are eligible by being Technically and Commercially acceptable, quoting price in the range of Purchase Preference and matching the L1 price. In the absence of such agencies, the reserved quantity shall be met from other MSEs.

18.8 The above Purchase Preference clauses are to be read with OM No.F.1/4/2021-PPD dated 18.05.2023 and subsequent amendments if any 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 as MSE by Buyer after evaluation of documents submitted.

19.0 CONDITIONS FOR AVAILING MSE BENEFITS:

19.1 The MSE Unit shall get themselves registered with MSME Data Bank, being operated by NSIC, under SME Division, M/o MSME and submit the following documents for the items/item category for which they are registered for availing the relevant benefits as stipulated hereinabove.

- (i) Self-certified copy of Udyam Registration Certificate;
- (ii) the concerned MSE is registered in the MSME databank and
- (iii) MSE is registered for the given scope of job/ procurement

19.2 MSEs participating in the tender must submit valid certificate of registration with any one of the below

ow agencies indicating the details of the particular tendered item/item category along with their bid. The Micro and Small Enterprise/s not registered for the particular item/ item category for which the tender is relevant, will not be eligible for any exemption/preference. The registration certificate issued from any one of the below agencies must be valid as on tender opening date (TOD). The successful bidder should ensure that at the same is valid till the end of the contract period. The MSEs, who have applied for registration or renewal of registration with any of the below agencies/bodies, but have not obtained the valid certificate as on tender opening date (TOD), are not eligible for exemption/preference. a) For all MSEs: i. District Industries Centre, (Acknowledgement of Entrepreneur Memorandum - EM Part -II) ii) Khadi& Village Industries Commission iii) Khadi& Village Industries Board iv) Coir Board v) National Small Industries Corporation (NSIC) vi) Directorate of Handicraft & Handloom vii) Any other body specified by Ministry of Micro, Small and Medium Enterprises. b) For Local MSEs: i) District Industries Centre of Visakhapatnam ii) District Industries Centre of Srikakulam / Vizianagaram / East Godavari district i.e. units located within 100kms of road distance of Visakhapatnam Steel Plant and falling under the Jurisdiction of respective District Industries Centre. In case of refractory items ,units located within 200 kms of road distance of Visakhapatnam Steel Plant and following under the jurisdiction of respective District Industries Centre. iii) NSIC registered units and other MSEs falling within the above jurisdictions, i.e., in (i) or (ii).

19.3 MSEs owned by SC/ST entrepreneurs are required to submit supporting documents like caste certificate (duly notarized) of the Proprietor / Partners issued by the Tahsildar / MRO / Magistrate or any Government authorized department. MSEs owned by Women are required to submit supporting documentary evidence.

20.0 TAXES,DUTIES AND LEVIES:

20.1 The prices quoted should be On LANDED Cost basis only (Including applicable GST, Packing, Freight & Insurance) per unit. Any new taxes and duties and any changes in taxes and duties during the original contractual delivery period shall be reimbursed at actuals based on the documents evidencing the taxes and duties applicable on the date of supply as well as the due date for submission of tender. Any new taxes and duties and any changes in taxes and duties beyond the contractual delivery period shall be borne by the successful tenderer. In case of supply of Goods or Services on which, RINL/VSP is eligible to avail GST Input Tax Credit, the tenderer registered under GST shall submit GST Invoice to enable RINL/VSP to avail the Input Tax Credit. Evaluation of such offers shall be done considering this credit that would be available to RINL/VSP. In case of incorrect details/information (or) invalid/false documents furnished by the Tenderers in respect of GST, the consequential loss/consequences and Financial Implications, if any, as per the GST Act, shall be to the Tenderer's account.

20.2 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 %.

20.3 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.

20.4 GST shall be applicable on all penalties (like penalties for variation in material specification, Risk purchase recovery, shortages, penalty for late lifting/ delivery, forfeiture of PG Bond/ Security Deposit etc.) if levied by the Purchaser on the Seller/Supplier and Shall be recovered along with GST applicable thereon. The Purchaser shall issue Tax Invoice in favour of the Seller/Supplier for such recoveries."

21.0 ESTABLISHMENT OF CREDIBILITY OF UNENLISTED BIDDERS PARTICIPATING IN THE TENDERS:

21.1 If tenderer who responds to this tender notice is not presently enlisted with RINL/VSP, he is requested to furnish copies of the following documents separately in a sealed envelope super scribing "CREDENTIALS " and the ITT REFERENCE or ADVERTISED TENDER REFERENCE as the case may be, along with the tender.

a) Notarised Statutory manufacturing / service industry registration certificate i.e. EM Part II issued by DIC / NSIC registration certificate for the same / similar items of MSEs

(Or)

Notarised copy of Certificate of Registration of Shops and Establishments for a Dealer / Agent / Trader etc.

(Or)

Notarised copy of Certificate of Incorporation along with Memorandum and Articles of Association of the Private / Public Limited Companies.

b) Notarised copy of Proprietary / Partnership deeds in case of Proprietary / Partnership firms.

c) Copy of GST registration certificates and PAN card copy in the name of Company in case of Limited company

panies or in the name of Individuals in case of Proprietary firms.

d) Self certified Financial worth and audited financial statements for the last 3 years.

e) Self certified Purchase Orders/Contract copies for the same or similar tendered item(s).

f) Self certified ISO certificate if any.

Note: "In the case of STARTUPS, the STARTUPS have to submit a verifiable certificate of recognition from the concerned Govt. Authorities for consideration with respect to Relaxation on prior turnover and prior experience i.e., w.r.to iv to vi above. The above is subject to the condition that the firm has the required manufacturing, testing & inspection facilities and the following documents are to be submitted:

a. Details of Manpower & Machinery (Self certified).

b. Details of Testing & Inspection facilities available(Self certified)

However, for the items related to Public safety, health, critical security operations and equipment, etc., relaxation shall not be applicable".

21.2 Kindly note that the above information is required to assess the credibility of the vendor not presently enlisted with RINL / VSP. The tender of un-enlisted vendor may be rejected in case of non-submission or in complete submission of the above documents except f)

of 21.1 or if RINL/VSP finds that the creditability of the un-enlisted Vendor is not satisfactory on the basis of documents furnished. The vendor shall produce originals of the above documents for verification if RINL/VSP so desires. RINL/VSP's decision in this regard shall be final.

21.3 The tender of un-enlisted vendors received without submission or incomplete submission of the documents listed at 21.1 above to check the credibility will not be considered for further evaluation.

22.0 LIQUIDATED DAMAGES (LD):

LD Shall be levied as per GeM GTC clause no. 15. (iii) subject to a maximum of 10% of value of such consignments, excluding Taxes. For levy of LD in case of late delivery, date of receipt of material by RINL-VSP Stores along with necessary documents shall be considered as date of delivery, subject to acceptance of material by RINL-VSP after inspection."

23.0 DEFAULT:

Should the SELLER fail to provide the MATERIAL for delivery by the time or times agreed upon or should the SELLER in any manner or otherwise fail to perform the Purchase Order or should a receiver be appointed on its assets or make or enter into any arrangements or composition with Creditors or suspend payments (or being a company should enter into liquidation either compulsory or voluntary), the PURCHASER shall have power to declare the Purchase Order as at an end at the risk and cost of the SELLER in every way. In such a case, the SELLER shall be liable for any expenses, damages or losses which the PURCHASER may incur, sustain or be put to by reason of or in connection with SELLER's default. This Clause is however subject to Force Majeure Clause.

24.0 RISK PURCHASE:

The PURCHASER reserves the right to take Risk Purchase action at the risk and cost of the SELLER, in case he fails to deliver the materials in the specified schedule and the differential cost shall be recovered. The Purchaser reserves the right to cancel the contract or a portion thereof and purchase the stores at the risk and cost of Contractor after giving due notice to the Contractor even before completion of the contractual delivery schedule if it becomes apparent that Contractor will not be able to fulfil the contractual obligation.

In the event of the PURCHASER terminating the Contract / Purchase Order in whole or in part, he may procure, on such terms and in such manner as he deems appropriate, supplies similar to those so terminated and the SELLER shall be liable to the PURCHASER for any excess costs for such similar supplies and/or any loss which the Purchaser may sustain on account of risk purchase, but the Contractor shall not be entitled to any gain on such purchase made against such default. However, in case of partial termination of Contract/Purchase Order by the PURCHASER, the SELLER shall continue the performance of the Contract/Purchase Order to the extent it is not terminated under the provisions of this Clause.

25.0 RECOVERY OF SUMS DUE:

Whenever under this Contract / Purchase Order any sum of money is recoverable from and payable by the SELLER, the PURCHASER shall be entitled to deduct such sum from any amount then found payable to the SELLER by the PURCHASER or which at any time thereafter may be found to be payable to the SELLER by the PURCHASER under this or any other Contract / Purchase Order with the PURCHASER. Should this sum be not sufficient to cover the full amount recoverable, the SELLER shall pay to the PURCHASER on demand the remaining balance amount. This action shall be without prejudice to the right of the PURCHASER to take legal action against the SELLER for the breach of the Contract / Purchase Order.

26.0 ARBITRATION:

In the event of any dispute arising between the Parties in relation to or under this Acceptance to Tender, the same shall be settled by Arbitration conducted in accordance with the Rules of Arbitration of the Indian Council of Arbitration (ICA). The decision of the Arbitration Tribunal shall be final and binding. Cost of arbitration to be borne by the losing party. The venue of arbitration shall be Visakhapatnam, India and arbitration shall be conducted in English language. The arbitral award shall be enforced in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

27.0 LEGAL INTERPRETATIONS:

The Order and the arbitration shall be governed by and construed according to the laws of India for the time being in force.

To interpret all the commercial terms and abbreviations used herein which have not been otherwise defined, the rules of "INCOTERMS 2020" shall be applied.

28.0 GENERAL:

The Seller/Contractor shall be entirely responsible for the execution of the Contract in all respects in accordance with the terms and the conditions as specified in the Contract/ Purchase Order. Any approval which the Inspector may have given in respect of the Stores (whether with or without the Test carried out by the Contractor or the Inspector) shall not bind the Purchaser and notwithstanding any approval or acceptance given by the Inspector, it shall be lawful for the Purchaser to reject the Stores on arrival at the destination or when put to use if it is found that the Stores supplied by the Contractor are not in conformity with the terms and the conditions of the Contract.

29.0 TRANSFER AND SUB-LETTING:

The SELLER shall not sublet, transfer, assign or otherwise part with the Contract/ Purchase Order or any part thereof, either directly or indirectly, without the prior written permission of the PURCHASER. In the event of Contractor contravening this condition, the Purchaser shall be entitled to cancel the Contract and to purchase the same or similar Stores elsewhere on the Contractor's account and at his risk and cost.

30.0 WAIVER:

Failure to enforce any condition herein contained shall not operate as a waiver of the condition itself or any subsequent breach thereof.

31.0 REVENUE POLICY OF GeM:

Transaction charges shall be levied by GeM as per Revenue Policy of GeM w.e.f. 01.06.2020 available in GeM website under "Terms and Conditions -- Sellers -- Revenue policy of GeM".

32.0 PUNITIVE ACTIONS:

32.1 If it comes to the notice of RINL at any stage from request for enlistment/ tender document that any of the certificates / documents submitted by applicants for enlistment or by bidders are found to be false/ fake/ doctored, the party will be debarred from participation in all RINL tenders for a period of 5 (five) years including termination of contract, if awarded. EMD/ Security Deposit etc. if any, will be forfeited. The contracting Agency in such cases shall make good to RINL any loss or damage resulting from such termination. Contracts in operation anywhere in RINL will also be terminated with attendant fall outs like forfeiture of EMD/ Security Deposit, if any, and recovery of risk and cost charges etc. Decision of RINL Management will be final and binding.

32.2 In case the commercially and technically acceptable lowest price offered tenderer backs out after tender is opened in single bid tender and in two bid tender after commercial bid / price bid is opened ; or after finalization of contract punitive actions shall be as per prevailing guidelines which include:

(a) If any tenderer backs out after opening of the Techno-commercial bids but, prior to Reverse e-auction and opening of the sealed price bids, they shall be kept under hold without issue of tender enquiries for the next '1' tender or '3' months whichever is later.

(b) If the 'L1' tenderer backs out after opening of the tenders in case of single bid cases (or) after the Reverse e-auction / opening of the sealed price bids in case of 2-bid cases and within the validity period, they shall be kept under hold without issue of tender enquiries up to next one year including barring participation in open tenders.

(c) If the 'tenderer backs out after award of the Contract, they shall be kept under hold without issue of tender enquiries up to next one year including barring participation in open tenders, apart from proceeding with alternative procurement action (re-tendering) at the risk & cost of the defaulting supplier

Annexure-1

FORMAT FOR UNDERTAKING TO BE SUBMITTED/ UPLOADED BY BIDDER ALONG WITH THE TENDER DOCUMENTS

I (Name and Designation) appointed as the attorney/ authorized signatory of the bidder (including its constituents)

M/s.....(herein after called the bidder) for the purpose of the Tender Documents for.....as per the tender No of (RINL), do hereby solemnly affirm and state on the behalf of the bidder including its constituents as under:

1. I/We the bidder(s) am/are signing this document after carefully reading the contents of the above mentioned tender.

2. I/We declare and certify that I /we have not made any misleading or false representation anywhere in the tender submitted including the annexures thereto.

3. I/We also understand that my/ our offer will be evaluated based on the documents/ credentials submitted along with the offer and same shall be binding upon me/us.

4. I/We declare that the information and documents submitted along with the tender documents by me/ us are complete and correct and I /we are fully responsible for the authenticity and correctness of the information and documents, submitted by us.

5. I/We understand that at any time during process for evaluation of tenders, if any information /document submitted by me / us are found to be suppressing facts / forged / false / fabricated / fudged or incorrect, it shall lead to forfeiture of the EMD, if submitted, besides banning under the extant Guidelines for Banning of Business Dealings of RINL and initiating any legal action as deemed fit by RINL. Further, I/we (Name of the Bidder) and all my/ our constituents understand that my/ our offer shall be summarily rejected.

6. I/We also understand that at any time after award of contract, if the certificate(s) submitted by me / us are found to be suppressing facts / false/ forged/ fabricated / fudged or incorrect, it may lead to termination of the contract, along with forfeiture of EMD / SD and Performance Guarantee if submitted, besides any other action provided in the contract including banning under the extant Guidelines for Banning of Business Dealings of RINL and initiating any legal action as deemed fit by RINL.

(SEAL AND SIGNATURE OF THE BIDDER)

Place:

Date:

Annexure-2

FORMAT NON-COLLUSIVE TENDERING CERTIFICATE

(To be signed by an authorized person on the Tenderer's behalf)

To

RINL-VSP.

Dear Sir/ Madam,

Non-Collusive Tendering Certificate for {RFQ/ Tender No. () Date ()}

1. We, (name(s) of the tenderer(s)) of (address (es) of the tenderer(s)) refer to the bid/ offer against (the "Tender").

2. Non-collusion

We represent and warrant that in relation to the Tender:

(a) Our bid was developed genuinely, independently and made with the intention to accept the Contract if awarded;

(b) Our bid was not prepared with any agreement, arrangement, communication, understanding, promise or undertaking with any person (including any other tenderer or competitor) regarding:

i) Prices;

ii) Methods, factors or formulas used to calculate prices;

iii) An intention or decision to submit a bid;

iv) An intention or decision to withdraw a bid;

v) The submission of bid that does not conform with the requirements of the tender;

vi) The quality, quantity, specifications or delivery particulars of the products or services to which this tender relates; and

vii) The terms of the bid, and we undertake that we will not, prior to the award of the Contract, enter into or engage in any of the foregoing.

3. Disclosure of in case of Job/ Project Contracts

We understand that we are required to disclose all intended sub-contracting arrangements relating to the Tender to the RINL, Place -----, including those which are entered into after the Contract is awarded.

We warrant that we have duly disclosed and will continue to disclose such arrangements to the RINL, Place --.

4. Consequences of breach or non-compliance

We understand that in the event of any breach or non-compliance with any warranties or undertakings in this certificate, the RINL, Place ----- may, at its discretion, invalidate our bid, exclude us in future tenders, pursue damages or other forms of redress from us (including but not limited to damages for delay, costs and expenses of re-tendering and other costs incurred), and /or (in the event that we are awarded the Contract) terminate the Contract.

Signed for and on behalf of the (tenderer) Signature:

Name: Position Date:

Note:

Para 2(b) is not applicable to Agreements, arrangements, communications, understandings, promises or undertakings with:

(a) RINL, Place;

(b) A joint venture partner, where joint venture agreements, arrangements, relevant to the bid exist and which are notified to the RINL, Place ;

(c) Consultants or sub-contractors, provided that the communications are held in strict confidence and limited to the information required to facilitate that particular consultancy arrangement or sub-contract;

(d) Professional advisers, provided that the communications are held in strict confidence and limited to the information required for the adviser to render their professional advice in relation to the Tender;

(e) Insurers or brokers for the purpose of obtaining an insurance quote, provided that the communications are held in strict confidence and limited to the information required to facilitate that particular insurance arrangement; and

(f) Banks for the purpose of obtaining financing for the contract, provided that the communications are held in strict confidence and limited to the information required to facilitate that financing.

Annexure-3

Illustrative Example (in case of divisible items, and where No. of sources as per NIT is Two)

Sl. No Scenario Quantity distribution

1) Where L1 is "MSE & Class-1 MII Supplier"

1.1 Where L1 is both Local MSE & Class-1 MII Supplier 70% - L1 Local MSE & MII Cls1 30% - Others

1.2 Where L1 is both AIMSE & Class-1 MII Supplier

A) In case there is/are eligible Local MSE/s If Local MSE is Class-1 MII If Local MSE is Non-MII Class-1
70% - Local MSE Cls1 30% - L1 AIMSE & MII

Cls1 50% - Local MSE

50% - L1 AIMSE & MII

Cls1

B) In case there is no eligible Local MSE 70% - L1 AIMSE & MII Cls1

30% - Others

2) Where L1 is "Non-MSE but Class-1 MII Supplier"

A) In case there is/are eligible Local MSE/s If Local MSE is Class-1 MII If Local MSE is Non- MII Class-1
70% - Local MSE Cls1

30% - L1 MII Cls1 & Non- MSE 50% - Local MSE

50% - L1 Non-MSE & MII

Cls1

B) In case there is no eligible Local MSE but there is/are eligible AIMSE/s 70% - L1 MII Cls1 & Non-MSE
30% - AIMSE (either MII or Non-MII Cls1)

C) In case there is no eligible Local MSE or AIMSE 70% - L1 MII Cls1 & Non-MSE

30% - Others

3) Where L1 is "MSE but Non-Class-1 MII Supplier"

3.1 Where L1 is Local MSE but Non-Class1

A) In case there is/are eligible MII Class-1 50% - L1 Local MSE

50% - MII Class-1

B) In case there is/are no eligible MII Class-1 70% - L1 Local MSE

30% - others

3.2 Where L1 is AIMSE but Non-MII Class1

A)

In case there is/are eligible Local MSE/s and there is/are other eligible MII Class-1/s If Local MSE is Class-I
MII If Local MSE is Non-MII Class-1

70% - Local MSE & Cls1 MII

30% - L1 AIMSE & Non- MII 50% - MII Cls1

25% - Local MSE & Non- Cls1

25% - L1 AIMSE & Non- MII

B) In case there is/are eligible Local MSE/s but there is/are no eligible MII Cls1/s 70% - Local MSE & Non
-MII Cls1 30% - L1 AIMSE & Non-MII Cls1

C) In case there is no eligible Local MSE but there is eligible MII Cls1 50% - MII Class1

50% - L1 AIMSE & Non-MII Cls1

D) In case there is no eligible Local MSE and no eligible MII Cls1 local 70% - L1 AIMSE & Non-MII Cls1

30% - Others

Continued...

4) Where L1 is "Non-MSE & non-MII Class1 Supplier"

A)

In case there is/are eligible Local MSE/s and there is/are eligible MII Cls1 local If Local MSE is Class-I MII
If Local MSE is Non-MII Class-1

70% - Local MSE & Cls1 30% - L1 Non-MSE &
Non-MII Cls1 50% - Local MSE & Non- Cls1
25% - MII Cls1
25% - L1 Non-MSE &
Non-MII Cls1

B) In case there is/are eligible Local MSE/s but no eligible MII Cls1 70% - Local MSE
30% - L1 Non-MSE & Non-MII Cls1

C)

In case there is no eligible Local MSE but there is/are eligible AIMSE/s and there is/are eligible MII Cls1
If AIMSE is Class-1 MII If AIMSE is Non-MII Class-1

50% - AIMSE & Cls1
50% - L1 Non-MSE &
Non-MII Cls1 25% - AIMSE & Non MII
Cls1
37.5% - MII Class1
37.5% - L1 Non-MSE &
Non-MII Cls1

D) In case there is no eligible Local MSE but there is/are eligible AIMSE/s & no eligible MII Cls1 30% - AI
MSE

70% - L1 Non-MSE & Non-MII Cls1

E) In case there is no eligible Local MSE or AIMSE but there is eligible MII Cls1 50% - MII Class1

50% - L1 Non-MSE & Non-MII Cls1

F) In case there is no eligible Local MSE and no eligible AIMSE or MII Cls1 70% - L1 Non-MSE & Non-MII
Cls1

30% - Others

- MSE: Micro and Small Enterprise
- Class1 : Make in India Class-1 Supplier
- AIMSE: All India MSE

Where one source is originally envisaged; but it is possible to split the order (i.e. items/quantity is divisib
le) and award quantity to a second source based on Purchase Preference, the distribution pattern of 2 sour
ces will be followed.

Note:

1) Others including Non MSE/s and MSE/s

2) In case the quantity offered to Local MSE or MSE as per distribution table do(es) not match the L-1 pric
e, the quantity will be offered to others in order of their ranking.

Annexure-4

(wherever applicable)

BID SECURITY DECLARATION (In Lieu of EMD)

Tender no. / RFx No: Dated: (dd-mmm-yyyy)

I/We have understood that, according to the conditions of Tender document, bids must be supported by a Bid Security Declaration (BSD). Accordingly, I am / We are submitting this "Bid Security Declaration" as follows:

I/We accept that, I/We will automatically be debarred from participation in all future tenders of RINL for a period of three (3) years and also already submitted bids (if any) shall not be considered for further evaluation, in case of any of the following:

(a) If I/we withdraw/ modify our Bid after tender opening and during the period of bid validity stipulated in the tender document or any extension thereof-

Or

(b) Having been notified of the acceptance of our Bid by RINL, during the period of bid validity, if, I / We

(i) Fail or refuse to execute the Contract. (or)

(ii) Fail or refuse to furnish the security deposit, as stipulated in the Tender Document/Work Order/ Letter of Acceptance/ Purchase Order.

[Signature]

In the capacity of:

[Legal capacity of person signing the Bid Security Declaration]

The bidder shall submit a documentary proof (viz. certified/true copy of board resolution / Power of Attorney etc.) with respect to Legal capacity of person signing the BSD.

Name:

[Complete name of person signing the Bid Security Declaration]

Duly authorized to sign the bid for and on behalf of: [Complete name of 'Bidder and Address] Date: [Date of signing]

Corporate Seal: (wherever applicable)

Witness:

[Signature of person with name and address]

Note: In case of a Joint Venture / Consortium, wherever allowed the BSD must be in the name of all partners to the Joint Venture / Consortium that submits the bid.

Deviation Report submitted by Bidders against GeM Bid

S.No	Buyer	ATC Clause no	Bidder	deviation
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Note : Bidders are required to indicate any deviations if any from the terms specified in the GeM bid. If no deviations are mentioned, it will be presumed that the bidder accepts the GeM bid as is.

Bidder Sign & Stamp

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

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

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

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

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

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

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

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

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

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

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

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।/In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---धन्यवाद/Thank You---