बिड संख्या/Bid Number: GEM/2026/B/8165280
दिनांक /Dated: 16-10-2026

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	30-10-2026 14:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	31-10-2026 14:00:00
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: nehayadaver@vizagsteel.com
कुल मात्रा/Total Quantity	2
वस्तु श्रेणी /Item Category	2139556, CARDN SHFT, INBA DWTRNG DRUM, PD-BF3-01341

बिड विवरण/Bid Details	
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	UNIVERSAL JOINT SHAFT,PARTS 1. PART NAME : CARDAN SHAFT 2. DRAWING REFERENCE : PD-BF(3)-01341 REV-1 3. EQUIPMENT NAME : INBA DEWATERING DRUM 4. EQUIPMENT MAKE : PAUL WURTH 5. MATERIAL-YOKE, CROSS,FLANGE, SPLINE SHAFT&HUB: FORGED STEEL, CL-5, IS:2004-1991 SPECIAL INSTRUCTIONS: 1. ONE SET CONSISTS OF CARDAN SHAFT ASSEMBLY OF DE-WATERING DRUM INBA, BF AS PER DRAWING WITH 04 KEYS BOLTED ONTO THE FLANGE, FASTENERS AND ADDITIONAL 02 SETS OF CROSS ASSEMBLIES (02 CROSSES AND 08 BEARINGS). 2. THE CARDAN SHAFT TO BE SUPPLIED IN ASSEMBLED CONDITION AND THE ADDITIONAL CROSS ASSEMBLIES ARE TO BE PACKED SEPARATELY. 3. ITEM IS A REPLACEMENT OF THE EXISTING ONE, OPERATING LENGTH AND P.C.D OF FLANGE GIVEN IN DRAWING ARE CRITICAL FOR FITMENT. 4. THE ITEM SUPPLIED SHOULD BE ABLE TO OPERATE CONTINUOUSLY AT THE CRITICAL OPERATIONAL SPECIFICATIONS LIKE SPEED AND TORQUE GIVEN IN THE DRAWING. 5. THE DRAWING IS ONLY FOR REFERENCE, PARTY HAS TO SUBMIT THEIR OWN DETAILED DRAWING OF THE CARDAN SHAFT ALONG WITH THEIR OFFER WHILE RESPONDING TO RFX ENQUIRY. 6. SUCCESSFUL TENDERER HAS TO SUBMIT THE DETAILED DRAWING OF THE ITEM AND ITS PART DRAWINGS ALONG WITH M.O.C FOR VSP APPROVAL BEFORE MANUFACTURING. 7. MATERIAL TEST CERTIFICATE SHOULD BE SUBMITTED FROM GOVERNMENT/GOVERNMENT APPROVED LABORATORIES ONLY. 8. ITEM IS TO BE MARKED LEGIBLY WITH DETAILS LIKE VSP MAT CODE, PO NO AND DATE FOR IDENTIFICATION. 9. THE ITEM IS TO BE PROPERLY PACKED AFTER PAINTING AND PRE-LUBRICATION FOR TRANSPORT AND STORAGE.
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	• Flexible Shaft Grinder (V2)
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),Additional Doc 1 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों 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 विवरण/Bid Details	
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**	5
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / **Number of Auto Extension count**	2
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

ईपीबीजी विवरण /ePBG Detail

आवश्यकता/Required	No

बोली विभाजन लागू नहीं किया गया/ Bid splitting not applied.

एमआईआई खरीद वरीयता/MII Purchase Preference

एमआईआई खरीद वरीयता/MII Purchase Preference	No

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. **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.

2. 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

2139556, CARDN SHFT, INBA DWTRNG DRUM, PD-BF3-01341 (2 set)

तकनीकी विशिष्टियाँ /Technical Specifications

क्रेता विशिष्टि दस्तावेज़ /Buyer Specification Document	Download

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

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Chikkala Madhu Sudana Rao	530031,CENTRAL STORES BUILDING VISAKHAPATNAM STEEL PLANT	2	100

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

1. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

ATC (ADDITIONAL TERMS & CONDITIONS)
Contact Details: Please use email ID: nehayadaver@vizagsteel.com for any communication regarding this bid.

BIDDERS ARE REQUESTED TO READ THE BID DOCUMENT CAREFULLY BEFORE SUBMISSION OF THE BID.
Note:
a. RINL will not take into cognizance any contradiction w.r.t the offer given by bidder or agreed to during technical evaluation, vis-à-vis contents of catalogue/ document(s) made available by the bidder elsewhere in the GeM portal (outside the Bid/tender under consideration). Bidder will be required to abide by their offer/ terms agreed to during the technical evaluation.
b.Inspection & Acceptance of goods shall be as per the offer and agreed parameters during technical clarifications/evaluation.

c.Offers with deviation in Delivery Period shall not be considered.

d.The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25% of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

e.The Purchaser shall have the right to foreclose the contract at any time during the tenure of the Contract without assigning any reason whatsoever by giving advance notice of thirty days to the Supplier of its intention to do so without any claim of damages by the Supplier.

1. Items Required: PROCUREMENT OF CARDAN SHAFT FOR INBA DEWATERING DRUM. BF-3

2. Technical Specification: The tendered items should be manufactured and supplied strictly as per the Technical Specification attached in the Bid.

3. GENERAL :
1.1 The tender shall be governed by the General Conditions of Contract for supply (GCC) and Detailed Terms And Conditions Of Invitation To Supply Tender, which is available on 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 has 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 sub

mission 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.

4. Documents required:
a. Submit duly signed and stamped technical specification document confirming acceptance failing which your offer will be rejected.
b. Submit duly signed and stamped Bid document on all pages, confirming acceptance.
c. If a dealer/distributor/channel partner etc. is quoting on behalf of a manufacturer, authorization certificate from the principal firm has to be submitted along with the offer.
d. Documents for claiming MSE benefits, in case of MSEs, as per terms and conditions of this Bid.
e. Self-declaration for Local Content as per Make In India (MII) policy. (Refer Annexure-4 for format) and Documents for claiming MII benefits.
f. Signed stamped copy of Bid Security Declaration (Refer Annexure-3 for format)
g. GST, PAN, CIN (Corporate Identification Number), Banker certified NEFT details, duly filled and signed Vendor Code format.
h. Signed copies of Format For Undertaking, Format Non-Collusive Tendering Certificate and Bid Security Declaration as per format mentioned with documentary proof
i. Bidders are requested to submit a declaration that they are accepting all the terms and conditions of the ATC without any deviations.

5. Test Certificate (TC) Applicable: TC from Govt/Govt approved Lab only.
6. Inspection: PDI
Inspection: by Receipt inspection department.

Note: The bidders to invariably mention the complete and exact place of inspection in the inspection call letter while offering the material for inspection.
The inspection location shall invariably include the following details:
- Factory/Works Name
- Door/House/Plot/Survey Number (wherever applicable)
- Street/Locality
- Village/Town/City
- District
- State
- PIN Code
- Any other identifying landmark/details, if required

The address should clearly indicate the location where the material is physically available for inspection. Mentioning only the registered office/corporate office address shall be avoided where it differs from the actual inspection location

7. Packing: The Contractor shall be responsible for the Stores being properly packed for transport by Road so as to ensure their being free from loss or damage on arrival at their destination. The Contractor should comply with the standard packing conditions prescribed by the Railway/Transport companies/Steamer/ Air carries.. PO No, PO date, Supplier’s Name, Mat. No., Mat. Description / Item Nomenclature and Quantity should be clearly mentioned on each packet. Items having different Mat. No. should be packed separately. There should not be mix up of different items in any packet.
8. Drawing Approval Applicable: YES

9. Delivery Schedule: As per Bid Document. The delivery of the material shall be within 100 days from the date of Placement of order. The party should confirm the delivery schedule failing which the offer is liable for rejection".

Part Supplies allowed.
10. RINL reserves the right to negotiate with the tenderers without prejudice to their quoted price.
11. Number of Sources : 01 (one)

The intended number of source is 'ONE' and the bid quantity may be split as per MSE purchase preference policy of buyer subject to L1 price matching.

12. Price Firmness: Price shall be quoted in Rs. Per Unit for supply on "FOR VSP Stores" basis (inclusive of Material price, Freight, transit insurance, taxes / GST, etc.) and the price finalized shall remain firm till c ompletion of supplies.

13. CONSIGNEE: Manager (Stores), Central Stores, VISAKHAPATNAM STEEL PLANT, VISAKHAPATNAM, AN DHRAPRADESH, INDIA – 530031.

14. PLEASE MENTION APPLICABLE GST IN YOUR OFFER.

"GST shall be applicable on all penalties (like Liquidated Damages, penalties for variation in material spec ification, Risk purchase recovery, shortages, penalty for late lifting/ delivery, forfeiture of EMD / PG Bond/ Security Deposit etc) if levied by the Purchaser on the Seller/Supplier and Shall be recovered along with GS T applicable thereon. The Purchaser shall issue Tax Invoice in favour of the Seller/Supplier for such recover ies."
15. Not-withstanding anything specified in this Tender Document, RINL at its sole discretion, unconditio nally and without having to assign any reason, reserves to itself the right:
a) To accept or reject the lowest priced tender or any other tender or all the tenders;
b) To accept any tender in full or in part quantity;
c) To reject the offers not conforming to the tender terms and
d) To accord Purchase preference to Public Sector Undertakings wherever applicable as per Governmen t policy/ Guidelines.
e) To extend purchase preference to Local & Non-Local SSIs / MSEs (Micro and Small Enterprises), subje ct to submission of documents as stipulated.
16. Terms of Payment:
16.1 100% 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 on 45th day (21st day for Local Micro and Small enterprises , subject to submission of documents as stipulated for avail ing MSE benefits) from the date of acceptance of material at VSP (i.e. GARN date).
a. 100% PAYMENT AGAINST COMMERCIAL INVOICE, TO BE SUBMITTED TO FINANCE PURCHASE BILLS SE CTION, VSP.
b. COPY OF INVOICE, LR, PACKING LIST/CHALLAN, INSPECTION CERTIFICATE, TEST CERTIFICATE TO BE S UBMITTED TO CENTRAL STORES,VSP.

16.2 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.

17. Right to accept/reject offers:
RINL/VSP does not pledge itself to accept the lowest priced Offer or any other Offer and reserves to itself t he right of accepting the whole or any part of the tender/Offer or portion of the quantity tendered and the t enderers (bidders) shall supply the same at the rate quoted.
18. Liquidated Damages: Shall be as per GeM GTC clause no. 15. (iii) with following addition/modificatio n: "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 docume nts shall be considered as date of delivery, subject to acceptance of material by RINL-VSP after ins pection."

19. PUNITIVE ACTIONS:

19.1 If it comes to the notice of RINL at any stage from request for enlistment/ tender document that an y 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) yea rs including termination of contract, if awarded. EMD/ Security Deposit etc. if any, will be forfeited. The con tracting Agency in such cases shall make good to RINL any loss or damage resulting from such terminatio n. 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.
19.2 In case the commercially and technically acceptable lowest price offered tenderer backs out after t ender is opened in single bid tender and in two bid tender after commercial bid / price bid is opened ; or af ter 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 th e 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 Rev erse 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 participati on in open tenders.
(c) If the 'tenderer backs out after award of the Contract, they shall be kept under hold without issue of te nder 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

20. PURCHASE PREFERENCE TO MSEs AND MAKE IN INDIA (MII) VENDORS AND OTHER BENEFITS:
20.1 Purchase preference is accorded to Public Sector Undertakings wherever applicable as per Govern ment policy/guidelines.
20.2 Purchase preference is accorded to Local Micro & Small Entrepreneurs (Local SSIs) and non-local M SEs as at 20.3 below, subject to submission of documents as stipulated vide clause 21.1 below. Further, t he tender sets shall be provided free of cost and exemption shall be given from submission of Earnest Mon ey Deposit (EMD) for such MSEs.
20.3 Local and non-local Micro and Small Enterprises (MSE) those are technically and commercially acce ptable 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 oth er eligible tenderers (Who are in the range of purchase preference and match the L-1 price), as per Clause no. 20.3 herein below. MSE Purchase Preference to eligible tenderers in the order of preference given belo w (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 exc eeds 25 % c. Others Illustrative Example for Quantity Distribution (in case of divisible items, and where No. of Sources as per NIT is Two) is given at Annexure-3 of “Detailed Terms & Conditions of Invitation to supply tender” under “TENDERS” > “MM” in RINL-VSP’s website www.vizagsteel.com
20.4 Where there is/are eligible Local MSE/s and it is not possible to split the order, 100% of the order qu antity shall be placed on the lowest eligible local SSI.
20.5 Quantity reserved for SC/ST / WOMEN owned MSEs: Within the 25% of the tendered quantity reserv ed 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 sh all be met from other MSEs.
20.6 MSMEs vendors/Bidders who are willing to utilize the TReDS platform for payment purpose are invit ed on TReDS Portal.
20.7 The above Purchase Preference clauses are to be read with OM No.F.1/4/2021-PPD dated 18.05.202 3 and subsequent amendments if any for compliance of Concurrent application of Public Procurement Polic y 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 docum ents submitted.

21. CONDITION FOR AVAILING BENEFIT UNDER CLAUSE 16.1 AND 20.0 BY MSEs
21.1 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 ar e 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

MSEs participating in the tender must submit valid certificate of registration with any one of the below age ncies indicating the details of the particular tendered item/item category along with their bid. The Micro an d 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 bel ow agencies must be valid as on tender opening date (TOD). The successful bidder should ensure that the same is valid till the end of the contract period. The MSEs, who have applied for registration or renewal of r egistration 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 abovejurisdictions, i.e., in (i) or (ii).
21.2 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.

22. NUMBER OF SOURCES:
22.1 VSP reserves the right to procure any or all the tendered items/quantities from one or more than one source.
22.2 The number of sources is as indicated in the ITT/ NIT document. RINL /VSP reserve the right to procure any or all the tendered items from one or more than one source.
22.3 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. 20.0 above. The distribution pattern for splitting the order into 2 / 3 / 4 parties will be broadly as indicated below:

In case of distribution for Ratio for Original Ranking L-1 L-2 L-3 L-4 L-5 L-6 L-7 L-8
Two parties : 70:30
Three parties : 60:25:15
Four parties : 50:25:15:10
Five parties : 40:25:15:10:10
Six parties : 35:20:15:10:10:10
Seven parties : 30:20:10:10:10:10:10
Eight parties : 25:15:10:10:10:10:10:10

However, capability, capacity and past performance will be kept in view for the allocation of quantity to multiple sources. In addition to the above, in case more than one party has the same rank, then their share will be added and equally distributed. For example, if distribution is to be made among six parties and two parties have the same ranking of L-2 i.e. the original rankings are L-1, L-2, L-2, L-3, L-4, L-5, then from the above table, the distribution shall be:
L-1 : 35 %
L-2 : 17.5 % i.e. (20 + 15)/2 = 17.5 %
L-2 : 17.5 %
L-3 : 10 %
L-4 : 10 %
L-5 : 10 %
Similarly, if three parties have the same ranking, viz. L-1, L-1, L-1,L-2, L-3, L-4, then the distribution shall be:-
L-1 : 23.33%
L-2 : 23.33% (35 + 20+15)/3 = 23.33%
L-2 : 23.33%
L-3 : 10 %
L-4 : 10 %
L-5 : 10 %
However, in case of tie among the same ranking parties i.e. in a situation where ranking is L-1, L-1, L-2, L-3, L-3, L-3, L-4, and only four parties are to be considered for placement of order, the distribution shall be L-3 10% and only one party among the three L-3 parties to be selected through draw of lot in the presence of their representatives.
L-1 : 37.5 %
L-1 : 37.5 % (50 + 25)/2 = 37.50 %
L-2 : 15 %
L-3 : 10 %

23. Guarantee:

23.1 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.
23.2 Replacements of defective items / parts if any during the guarantee period must be delivered by th e Supplier free of charge up to VSP stores on DDP basis (Incoterms 2010)
23.3 Items having shelf life should confirm to specify guarantee as per tender, the proof of date of manu facture should be available in the cases either on the label of the item or on the Guarantee certificate.

24. Default:
Should the SELLER fail to provide the MATERIAL for delivery by the time or times agreed upon or sho uld the SELLER in any manner or otherwise fail to perform the Acceptance to Tender or should a recei ver 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), t he PURCHASER shall have power to declare the Acceptance to Tender 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 losse s which the PURCHASER may incur, sustain or be put to by reason of or in connection with SELLER's d efault. This Clause is however subject to Force Majeure Clause.

25. DELIVERY AND RISK PURCHASE:
25.1 The time for and the date of delivery of the Stores stipulated in the RFx shall be deemed to be the e ssence of the contract and delivery must be completed as per delivery schedule specified in the PO.
25.2 The Contractor shall deliver the Stores at the place specified as per the PO. No Stores shall be deliv erable at the Purchaser’s Consignee’s premises on Sunday and Public Holidays without written permission of the Purchaser.
25.3 As soon as it is apparent to the Contractor that the delivery dates as stipulated in the contract can not be met, he should apply for extension of the delivery dates to the Purchaser giving reasons for delay al ong with supporting documents, if any, and also the date upto which the extension of delivery period is req uired. The Purchaser will consider such request depending on the nature of the case and either agree for s uch extension suitably or reject the said request of the Contractor. In case of non supply during the stipulat ed delivery period, the Purchaser will be free to cancel the Contract or a portion thereof and also purchase stores at the risk and cost of the Contractor. In any case the Contractor shall have no claims whatsoever in respect of cancellation of the contract.
25.4 The Purchaser reserves the right to cancel the contract or a portion thereof and purchase the store s 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 contractu al obligations.
25.5 In case the Contractor fails to complete the supply of stores or a portion thereof within the contract ual delivery schedule, the Purchaser has the right to purchase the stores or a portion thereof at the risk an d cost of Contractor without serving any notice to the Contractor.
25.6 In the event of cancellation of the contract by Purchaser at the risk and cost of the Contractor, the Contractor shall be liable for 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. The manner and method of such purchase shall be at the entire discretion of the Purchaser, whose decision will be final.
25.7 The Purchaser reserves the right to suspend the business with such Contractors who default in adh ering to the contractual delivery schedule, quality of stores etc as per the contract after giving show cause notice to the Contractor and considering his reply if any

26. INSPECTION AND REJECTION
26.1 At Supplier's premises.
26.1.1 Inspection Notice: Where inspection at Supplier's premises is stipulated in the PO, adequate advanc e notice in writing shall be sent by the Contractor to the Inspection Authority mentioned in the PO intimati ng that the Stores are ready for inspection with a copy to the officer issuing the PO. On receipt of such noti ce the Purchaser shall depute the inspecting officer within a reasonable time. However, if the inspecting of ficer finds that the Stores are not ready for inspection at Supplier’s premises as per the aforesaid advance notice, the Purchaser reserves the right to recover the expenses incurred in deputing the inspecting officer .
26.1.2 Facilities for Test and Examination.
26.1.2.1 The Contractor shall provide the Inspector at his own expense all reasonable space and facilities f or satisfying himself that the Stores are being or have been manufactured in accordance with the specifica tion and for this purpose the Inspector shall have full and free access at any time during the Contract to th e Contractor’s work premises and may require the Contractor to make arrangements for anything to be in spected at his premises or at any other place and the Contractor shall reserve similar right as regards any

sub-contract he may make.
26.1.2.2 The Contractor shall also provide and deliver, free of charges at such a place as the Inspector may direct such material as he may require for Tests by analysis (e.g. Chemical, Biological, Pharmacological and by other means of testing commonly in use according to the nature of Stores) or at a place where an independent testing machine is available.
26.1.2.3 In case of failure to provide these facilities (in regard to which the Inspector will be the sole judge) at his own premises for making the Tests, the Contractor shall bear the cost of carrying out such Tests elsewhere.
26.1.3 The inspector shall have the right to conduct any necessary tests to ascertain whether the stores are in accordance with the provided in specification PO. The Contractor shall bear all costs towards testing of Stores unless specifically mentioned in the PO.
26.1.4 The Inspecting Officer shall issue an Inspection Certificate indicating acceptance/rejection of the Stores, as the case may be.
26.1.5 Wherever inspection at Supplier’s premises is stipulated in the PO, Stores shall be delivered or dispatched as per terms of PO only after the Stores have been inspected and Inspection Certificate has been issued by the inspector indicating acceptance.
26.2 At Purchaser’s premises.
26.2.1 Where the PO stipulates inspection at Purchaser’s site, the Purchaser will arrange inspection of the Stores immediately after receipt at Purchaser's premises and a certificate of acceptance/rejection will be issued.
26.3 The Purchaser shall have the power to reject the Stores if it is found that the same have not been manufactured in accordance with the standard engineering practices for manufacture of such Stores.
26.4 The Inspector’s decision as regards rejection of the Stores shall be final and binding on the Contractor.
26.5 Removal of Rejections: Any Stores submitted for inspection and rejected by the Inspector must be removed by the Contractor within thirty days from the date of the receipt of the intimation of rejection, provided that in case of dangerous, infectious or perishable Stores the Inspector (whose decisions shall be final) shall inform the Contractor to remove such Stores within 48 hours of the intimation of the rejection and it shall be the duty of the Contractor to remove them accordingly. Such rejected Stores shall lie at the Contractor's risk and cost after the expiry of aforementioned period and if not removed within this period the Purchaser shall have the right either to return the rejected Stores to the Contractor at his risk and cost by such modes of transport as the Purchaser may select or to dispose off or segregate such Stores as they may think fit at the Contractor’s risk and cost and on his account or to retain such portion of the proceeds as may be necessary to recover any loss or expenses incurred by the Purchaser in connection with the said sale. Freight to Contractors destination on Stores rejected after examination at destination shall be recoverable from the Contractor at the Public Tariff Rate.
26.6 If Stores are rejected after inspection at Purchaser’s premises, and by the nature of the stores segregation of rejected stores with that of earlier accepted Stores is not possible, the Purchaser shall not be under obligation to return such rejected Stores to the Contractor as per the Article 24.5 above. Such rejected stores shall be paid by the Purchaser as considered reasonable and the Purchasers decision shall be final in this regard.

27. Recovery of Sums Due:
Whenever under this Acceptance to Tender 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 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 Purchase Order.
28. 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”.
29. GST & ITC :
i. Input Tax Credit : The successful Tenderer/Supplier shall dispatch materials on door delivery basis against GST Invoice which shall be handed over to RINL/VSP for availing Input Tax Credit as per the GST Act. In case of non-submission of relevant documents by the successful Tenderer/Supplier due to which, RINL/VSP cannot avail Input Tax Credit, the amount equivalent to the loss of Input Tax Credit along with applicable Interest as per the GST Act, shall be recovered from the amount due to them. The Suppliers/Vendors shall upload the details of Tax Invoices raised by them on RINL/VSP in the monthly return (GSTR-1) of the month in which Invoices are raised i.e., by 10th of subsequent month / as extended by the Government.
ii. 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.

iii. The Vendor/Supplier/Contractor shall comply with all necessary Statutory compliances including but not limited to providing GST Invoices or other Documentation as per GST Law relating to the above Supply /Services to RINL, uploading the details of the Invoice, Payment of Taxes, Timely filing of valid Statutory Returns for the Tax Period in the Goods and Services Tax Portal. In case the Input Tax Credit of GST is denied or demand is recovered from RINL on account of any act of the Vendor/Supplier, including but not limited to non-payment of GST charged and recovered, non-generation of E-Way Bill, non-filing of Returns, non-uploading/improper uploading of valid invoices raised on RINL in the Returns, etc., the Vendor/Supplier/Contractor shall indemnify RINL in respect of all Claims of Tax, Penalty and/or Interest, Loss, Damages, Costs, Expenses and Liability that may arise due to such non-compliance.

iv. Such amount shall be recovered from any Payments due to the Vendor/Supplier/Contractor or from Security Deposit or any other amount available with RINL in the same Contract or in any other Contracts including future Contracts. If any Tax has been paid by the Vendor/Supplier/Contractor in pursuance of any demand on account of suppression, fraud or wilful misstatements of facts; then, the same shall not be passed on to RINL through Debit Notes or Invoices or Supplementary Invoices.

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

31. The bids received from common IP address shall be summarily rejected, without any further notice.

32. ESTABLISHMENT OF CREDIBILITY OF UNENLISTED BIDDERS PARTICIPATING INTHE TENDERS:

If tenderer who responds to this tender notice is not presently enlisted with RINL/VSP, it is requested to furnish copies of the following documents

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 companies 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.

33. This Bid ATC supplements/supersedes GeM GTC and governed by the General Conditions of Contract for supply (GCC), which is available on VSP's website www.vizagsteel.com , which can be freely accessed and downloaded and General Conditions of Contract for supply (GCC) supplements/supersedes Bid ATC in case of any discrepancy.

34. EMD/BID Security: In lieu of EMD/Bid Bond, the bidders are required to submit/upload Bid Security Declaration along with their Offer documents with an undertaking as follows on bidder’s letter head duly signed mentioning the Bid No. and date at Annexure-4.

35. On placement of Contract, Delivery :

a) The date of delivery of the stores stipulated in the Contract /PO shall be deemed to be the essence of the contract and delivery must be completed as per delivery schedule.

b) Liquidated Damages: To recover from the supplier/contractor, liquidated damages not by way of penalty a sum of 0.5% of the price of any stores which the supplier / contractor has failed to deliver as aforesaid for each week or part of week, during which the delivery of such stores may be in arrears subject to a maximum of 10% of value of such stores/item(s).

c) This is without prejudice to our rights under Article-7 "Delivery & Risk purchase" of our GCC for supply.

This Contract /PO number and date should henceforth be quoted in all correspondence for easy reference. Based on the issue, the correspondence shall be addressed as follows :

All matters relating to this PO shall be addressed to Purchase Department, Visakhapatnam Steel Plant with attention drawn to the signatory by name and designation.

b). Documents such as Original Invoice, LR Documents, Test and Guarantee certificates as per material specification are to be furnished along with material to the respective consignee. All bills in originals shall also be addressed to Finance Department (PB Section), Visakhapatnam Steel Plant, Visakhapatnam except where mentioned otherwise to processing the payment subject acceptance of Material.

Receipt and acceptance of the materials at VSP Stores, including shortage/discrepancy should be addresse d to Manager (Stores-Receipt), Visakhapatnam Steel Plant, Visakhapatnam-530 031.

Annexure-1
FORMAT FOR UNDERTAKING TO BE SUBMITTED/ UPLOADED BY BIDDER ALONG WITH THE TENDER DOCUM ENTS

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 a nd state on the behalf of
the bidder including its constituents as under:
I. I/We the bidder(s) am/are signing this document after carefully reading the contents of the above mentio ned 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 submit ted 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/ usare complete and correct and I /we are fully responsible for the authenticity and correctness of the infor mation and documents, submitted by us.
5. I/We understand that at any time during process for evaluation of tenders, if any information /docume nt 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 t he 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 / u s are found to be suppressing facts / false/ forged/ fabricated / fudged or incorrect, it may lead to terminati on 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 Busines s 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, promis e of 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

(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: [Dat e 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 partner s to the Joint Venture / Consortium that submits the bid.

Annexure-4

(To be printed on Bidder’s letterhead)

MII Declaration

To
Rashtriya Ispat Nigam Limited/ Visakhapatnam Steel Plant
Visakhapatnam.

With reference to Public Procurement (Preference to Make in India), order dtd 04.06.2020-revision dated 1 6th Sept 2020 issued by GOI, we hereby certify that ,we M/s ..... are Class#..... supplier having loc al content..... For the material ..... against your tender.
Details of location at which local value addition will be made is as follows: -

.....

* We understand that any false declaration in this regard will be breach of the code of conduct of integrity under rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successor can be debarred f or up to 2 years as per rule 151(iii) of the General Financial Rules along with such other actions as may be permissible under law.

For,

M/s.....

(Authorised Signatory)

.

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 (other than EMD and signed Integrity Pact - which can be submitted within 5 days of bid opening) 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---