

बिड दस्तावेज़ / Bid Document

बिड विवरण / Bid Details	
बिड बंद होने की तारीख/समय / Bid End Date/Time	13-03-2026 15:00:00
बिड खुलने की तारीख/समय / Bid Opening Date/Time	13-03-2026 15:30:00
बिड पेशकश वैधता (बंद होने की तारीख से) / Bid Offer Validity (From End Date)	75 (Days)
मंत्रालय/राज्य का नाम / Ministry/State Name	Ministry Of Steel
विभाग का नाम / Department Name	Steel Authority Of India Limited
संगठन का नाम / Organisation Name	Salem Steel Plant
कार्यालय का नाम / Office Name	Salem Steel Plant
कुल मात्रा / Total Quantity	500
वस्तु श्रेणी / Item Category	Cast Steel Shot S-170
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	Cast Steel Shot S-170
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Steel Shot for use in Foundries (V2) as per IS 4606, Stainless Steel Dining Table With Fixed Chair, Foundry Moulding Boxes of Steel Construction (V2) Conforming to IS 1280, Mild Steel High quality Shots, Steel Almirah / Cabinets (V4), Steel container Corner Casting Blocks, Vacuum Pump, Grinding Media Balls as per IS 6079, ETO Sterilizer, Parliament Hinges-IS:362
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	<ul style="list-style-type: none"> Steel Shot for use in Foundries (V2) as per IS 4606
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

बिड विवरण/Bid Details	
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	4
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	5
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	1
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	Yes
रिवर्स नीलामी योग्यता नियम/RA Qualification Rule	H1-Highest Priced Bid Elimination
क्रेता के लिए उपलब्ध आईटीसी/ITC available to buyer	Yes
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 Days
निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
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
-------------------	----

विभाजन/Splitting

विभाजन/Splitting Applied	Yes
बोलीदाताओं की अधिकतम संख्या, जिनके बीच ऑर्डर विभाजित किया जा सकता है। / Maximum No. Of Bidders Amongst Which Order May Be Split	2
विभाजन मानदंड इस बात पर आधारित है कि कौन सी क्वांटिटी को वितरित किया जाएगा / Split Criteria based on which quantity will be distributed	ORDER MAY BE PLACED ON MAXIMUM TWO PARTIES DEPENDS ON THE AVAILABILITY OF ELIGIBLE SUPPLIERS

एमआईआई खरीद वरीयता / MII Purchase Preference

एमआईआई खरीद वरीयता / MII Purchase Preference	Yes
मेक इन इंडिया विक्रेताओं को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% तक की सीमा में है / Purchase Preference to MII sellers available upto price within L1+X%	20
मेक इन इंडिया खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MII purchase preference	50
सार्वजनिक खरीद (मेक-इन-इंडिया को प्राथमिकता) आदेश 2017 के अनुसार केवल क्लास 1/क्लास 2 के स्थानीय आपूर्तिकर्ताओं को ही भागीदारी की अनुमति है दिनांक 16.09.2020 (समय-समय पर संशोधित एवं लागू) / Allow participation only from Class 1/Class 2 local suppliers as per the Public procurement(Preference to Make-in-india) order 2017 date 16.09.2020(as amended and applicable time to time)	Yes, in compliance with the MII ORDER : DPIIT Order(as amended and applicable time to time)

एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% तक की सीमा में हो / Purchase Preference to MSE OEMs available upto price within L1+X%	15
सूक्ष्म और लघु उद्यम को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MSE purchase preference	25

Limited Tender

Limited Tender Applicable	Yes
---------------------------	-----

Reason	It will not be in public interest to procure the goods through advertised tender enquiry. Sufficient reasons for the same have been recorded in writing by the competent authority.
List of Seller Organization for participation	*****, ***** , ***** , *****

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

[OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

2. Purchase preference will be given to MSEs having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service and Buyer will decide eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 25% (selected by Buyer) percentage of total quantity. The buyers are advised to refer the OM No. F.1/4/2021-PPD dated 18.05.2023 [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

3. Reverse Auction would be conducted amongst all the technically qualified bidders except the Highest quoting bidder. The technically qualified Highest Quoting bidder will not be allowed to participate in RA. However, H-1 will also be allowed to participate in RA in following cases:

- i. If number of technically qualified bidders are only 2 or 3.
- ii. If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.
- iii. In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
- iv. If L-1 is non-MSE and H-1 is eligible MSE and H-1 price is coming within price band of 15% of Non-MSE L-1
- v. If L-1 is non-MII and H-1 is eligible MII and H-1 price is coming within price band of 20% of Non-MII L-1

If the buyer has mentioned MSE purchase preference in ATC then service provider is required to upload necessary documents for MSE purchase preference for verification by the buyer during evaluation.

Cast Steel Shot S-170 (500 metric tonne)

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

तकनीकी विशिष्टियाँ /Technical Specifications

क्रेता विशिष्टि दस्तावेज़ /Buyer
Specification Document

[Download](#)

इनपुट कर क्रेडिट(आईटीसी) तथा रिवर्स प्रभार (आरसीएम)/Input Tax Credit(ITC) and Reverse Charge(RCM) Details

जीएसटी पर इनपुट कर क्रेडिट /ITC on GST	जीएसटी उपकर कर क्रेडिट /ITC on GST Cess
100%	NA

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

क्र.सं./S.N o.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Jagadish A	636013,Salem Steel Plant, A Unit of Steel Authority of India Limited,	500	224

Buyer added Bid Specific Additional Scope of Work

क्र.सं./S.N o.	Document Title	Description	रिवर्स प्रभार के अनुसार जीएसटी/Applicable i.r.o. Items
1	Forms View	Forms	Cast Steel Shot S-170(500)
2	Specification View	Specification	Cast Steel Shot S-170(500)
3	Checklist View	Checklist	Cast Steel Shot S-170(500)
4	Delivery Schedule View	Delivery Schedule	Cast Steel Shot S-170(500)

The uploaded document only contains Buyer specific Additional Scope of Work and / or Drawings for the bid items added with due approval of Buyer's competent authority. Buyer has certified that these additional scope and drawings are generalized and would not lead to any restrictive bidding.

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

1. Generic

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

2. **Generic**

Bidder financial standing: The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

3. **Generic**

Bidders shall quote only those products (Part of Service delivery) in the bid which are not obsolete in the market and has at least 1 years residual market life i.e. the offered product shall not be declared end-of-life by the OEM before this period.

4. **Generic**

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

5. **Generic**

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

- a. Copy of PAN Card.
- b. Copy of GSTIN.
- c. Copy of Cancelled Cheque.
- d. Copy of EFT Mandate duly certified by Bank.

6. **Generic**

Data Sheet of the product(s) offered in the bid, are to be uploaded along with the bid documents. Buyers can match and verify the Data Sheet with the product specifications offered. In case of any unexplained mismatch of technical parameters, the bid is liable for rejection.

7. **Scope of Supply**

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

8. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

NOTE:

1. THE ITEM SHALL BE SUPPLIED AS PER THE ENCLOSED SPECIFICATION.
2. DELIVERY SCHEDULE: WITHIN 48 WEEKS STAGGERED MANNER REFER TO THE ATTACHMENT OF DELIVERY SCHEDULE. KINDLY CONFIRM.
3. OFFERS MEETING THE MII CRITERIA WHICH IS MANDATORY, WILL ONLY BE CONSIDERED FOR EVALUATION. PERCENTAGE OF MII CONTENT, THE APPLICABLE MII CLASS AND THE LOCATION OF VALUE ADDITION SHALL BE MENTIONED AS PER THE REQUIRED FORMAT ALONG WITH THE OFFER. IN CASE ELIGIBLE FOR MSE/MII PREFERENCE, KINDLY ENSURE TO SUBMIT APPROPRIATE SUPPORTING D

DOCUMENTS.

4. QUANTITY TOLERANCE: FOR ORDER PLACEMENT: +/- 25% AND FOR SUPPLY: +/-10%
5. ORDER MAY BE PLACED ON MAXIMUM TWO PARTIES DEPENDS ON THE AVAILABILITY OF ELIGIBLE SUPPLIERS.
6. ONLY ACCEPTED /PROVEN SUPPLIERS FOR THIS ITEM IN SSP CAN PARTICIPATE IN THIS TENDER. IF ANY NEW PARTY INTERESTED TO PARTICIPATE THEY HAVE TO COMPLETE A SUCCESSFUL TRIAL AT SSP. HOWEVER, INTERESTED NEW SUPPLIERS MAY PLEASE MAIL TO ssp.crmo@sail.in FOR TRIAL EVALUATION.
7. THE BIDS SUBMITTED BY THE SELLERS TO WHOM LTE HAS BEEN ISSUED, SHALL ONLY BE CONSIDERED FOR EVALUATION; BIDS FROM ANY OTHER SELLER SHALL BE TREATED AS UNSOLICITED IN THE INSTANT PROCUREMENT CASE. HOWEVER, THE FIRM(S) INTERESTED TO BE REGISTERED AS A SELLER TO SAIL., SHOULD FILL UP VENDOR REGISTRATION FORM, HOSTED ON THE SAIL TENDER WEBSITE AND COMPLETE THE DUE PROCESS OF REGISTRATION WITH SAIL PLANTS/UNITS.
8. TERMS OF DELIVERY: F.O.R. SALEM STEEL PLANT. KINDLY ACCEPT AND CONFIRM THE SAME IN YOUR OFFER.
9. PAYMENT TERMS: 100% WITHIN 30 DAYS AFTER RECEIPT AND ACCEPTANCE OF THE MATERIAL. KINDLY ACCEPT AND CONFIRM THE SAME IN YOUR OFFER.
10. THE PRICE SHALL BE KEPT FIRM TILL SUPPLIES ARE COMPLETED.
11. PRICE DISCOVERY SHALL BE THROUGH REVERSE AUCTION IN GEM.
12. KINDLY SUBMIT DULY FILLED-IN COPIES OF CONSOLIDATED UNDERTAKING, STATEMENT OF DEVIATION FROM SPECIFICATIONS AND BID TERMS AS PER THE ATTACHMENT, MII CERTIFICATE AND LAND BORDER SHARING DECLARATION.
13. KINDLY CONFIRM COMPLIANCE TOWARDS DOCUMENT SUBMISSION AS PER THE CHECK-LIST ATTACHED.
14. KINDLY ACCEPT AND CONFIRM COMMERCIAL TERMS, GENERAL TERMS AND CONDITIONS AND ALL OTHER TERMS OF THE RFQ BY SUBMITTING A SIGNED & SEALED COPY OF THE RFQ DOCUMENT ALONG WITH THE ATTACHMENTS
15. EMD OF ₹ 5,00,000/- IS APPLICABLE AS PER RFQ. HOWEVER, THE PARTIES CAN OPT TO SUBMIT BID SECURING DECLARATION.
16. THE SUCCESSFUL BIDDER IS REQUIRED TO FURNISH SECURITY DEPOSIT IN THE FORM OF BANK GUARANTEE, FOR AN AMOUNT COVERING 3% (THREE PERCENT) OF THE ORDER VALUE OF THE CONTRACT WITHIN 15 (FIFTEEN) DAYS FROM THE DATE OF ORDER PLACEMENT.
17. IN CASE OF DELAY IN SUBMISSION OF SECURITY DEPOSIT, A PENALTY OF 0.2% OF THE ORIGINAL SECURITY DEPOSIT AMOUNT PER COMPLETED DAY OF DELAY, LIMITED TO AN AMOUNT NOT EXCEEDING 5% OF THE ORIGINAL SD AMOUNT SHALL BE APPLICABLE. PAYMENT FOR EXECUTED PORTION OF ORDER SHOULD ONLY COMMENCE ON SUBMISSION OF REQUISITE SD.
18. THE BIDDER SHALL NOT QUOTE / ATTACH ANY PRICE / PRICE BID FORMAT ALONG WITH THEIR TECHNICAL OFFER. THE OFFER OF SUCH BIDDER WILL BE SUMMARILY REJECTED.
19. SSP RESERVES THE OPTION TO INCREASE OR DECREASE THE RFQ QUANTITY AND TO DIVERT THE ORDER QUANTITY TO OTHER SOURCES, IF SUPPLY IS NOT MADE AS PER SCHEDULE STIPULATED IN THE PURCHASE ORDER OR ON ACCOUNT OF QUALITY COMPLAINTS. IN SUCH INSTANCES, THE EXTRA COST INCURRED, IF ANY, WILL BE RECOVERED FROM THE DEFAULTING SUPPLIER.
20. BY PARTICIPATING IN THIS TENDER, THE SUPPLIERS/VENDORS/CUSTOMERS ARE DEEMED TO HAVE UNDERTAKEN THAT THEY SHALL NOT GIVE OR TAKE ANY FINANCIAL OR NON-FINANCIAL BRIBE, TO OR FROM ANYONE DURING THE TENDER OR DURING THE EXECUTION OF THE CONTRACT, THEREAFTER AND IF THEY NOTICE ANY SUCH INCIDENT HAPPENING, THEY SHALL REPORT TO SAIL VIGILANCE.
21. **SECURITY DEPOSIT:** SECURITY DEPOSIT FOR AN AMOUNT COVERING 3% (THREE) OF THE BASIC VALUE (EXCLUDING TAXES, DUTIES & FREIGHT) OF THE CONTRACT, HAS TO BE SUBMITTED BY SUPPLIER WITHIN FIFTEEN DAYS (TWENTY ONE DAYS FOR OVERSEAS SUPPLIERS) OF THE DATE OF PURCHASE ORDER, SEPARATELY AT EACH OF THE SAIL UNITS FOR WHICH ORDERS ARE PLACED.
 - a. SECURITY DEPOSIT CAN BE SUBMITTED EITHER IN THE FORM OF DEMAND DRAFT / PAY ORDER / BANKER'S CHEQUE OR BANK GUARANTEE ISSUED BY ANY SCHEDULED COMMERCIAL BANK OTHER THAN CO-OPERATIVE AND GRAMIN BANK. THE DEMAND DRAFTS/ PAY ORDER/ BANKER'S CHEQUE SHOULD BE PAYABLE AT THE RESPECTIVE SAIL UNIT. BGS SHOULD BE FROM BANKS HAVING BRANCH AT RESPECTIVE SAIL UNIT AND ENDORSED BY THE CORRESPONDING LOCAL BANK AT SAIL/SSP AS PER PERFORMA ENCLOSED.
 - b. BANK GUARANTEE SHALL BE SUBMITTED AS PER PERFORMA ENCLOSED ALONG WITH THE TENDER. THE STAMP PAPER USED FOR THE BANK GUARANTEE SHALL BE OF THE APPROPRIATE VALUE AND SHOULD BE PURCHASED ON OR AFTER THE DATE OF PLACEMENT OF ORDER. THE STAMP PAPER USED FOR THE BANK GUARANTEE SHOULD BE PURCHASED ON BEHALF OF THE ISSUING BANK AND ISSUANCE OF AMENDMENT / EXTENSION OF BANK GUARANTEE SHOULD ALSO BE MADE ON STAMP PAPER OF APPROPRIATE VALUE PURCHASED IN THE NAME OF THE BANK. CONTACT DETAILS AND ADDRESS OF THE ISSUING BRANCH MUST BE AVAILABLE IN THE BANK GUARANTEE.
 - c. IN CASE SECURITY DEPOSIT IS SUBMITTED IN THE FORM OF BANK GUARANTEE, THEN MANUFACTURER SHALL ENSURE THAT BANK GUARANTEE IS TO BE SUBMITTED BY THE ISSUING BANK DIRECTLY TO RESPECTIVE SAIL UNIT BY REGISTERED POST WITH A/D / COURIER MARKED TO CONTACT GIVEN IN PURCHASE ORDER.
 - d. FAILURE FOR SUBMISSION OF SECURITY DEPOSIT: FAILURE TO SUBMIT SECURITY DEPOSIT WITHIN THE PERIOD SPECIFIED, WILL CONSTITUTE A BREACH OF THE CONTRACT AND PUR

CHASER SHALL BE ENTITLED TO FORFEIT THE EMD AND TO TAKE ALTERNATE PROCUREMENT ACTION AT THE RISK AND COST OF THE SUPPLIER.

- e. INTEREST-NO CLAIM SHALL LIE AGAINST SAIL/SSP EITHER IN RESPECT OF INTEREST ON SECURITY DEPOSIT OR DEPRECIATION IN VALUE.
- f. THE SECURITY DEPOSIT BANK GUARANTEE (SDBG) SHALL BE KEPT VALID AND IN FULL FORCE AND EFFECT TILL A PERIOD OF THREE MONTHS FROM THE DATE OF DELIVERY OF THE LAST CONSIGNMENT OF THE PURCHASE ORDER. THE SDBG SHALL BE OPERABLE AT THE LOCAL BRANCHES OF ISSUING BANK LOCATED AT THE RESPECTIVE SAIL PLANTS.
- g. RETURN OF BG -ON DUE PERFORMANCE AND COMPLETION OF THE CONTRACT IN ALL RESPECTS, SECURITY DEPOSIT SHALL BE RETURNED TO THE SUPPLIER WITHOUT ANY INTEREST.
- h. IN CASE THE SUPPLIER DELAYS SUBMISSION OF SECURITY DEPOSIT, A PENALTY OF 0.2% OF THE ORIGINAL SD AMOUNT PER COMPLETED DAY OF DELAY, LIMITED TO AN AMOUNT NOT EXCEEDING 5% OF THE ORIGINAL SD / PG AMOUNT SHALL BE APPLICABLE. PAYMENT FOR EXECUTED PORTION OF ORDER SHALL COMMENCE ON SUBMISSION OF REQUISITE SD.

अस्वीकरण/Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
16. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

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

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

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

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

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

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

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

---धन्यवाद/Thank You---