

बिड दस्तावेज़ / Bid Document

| बिड विवरण/Bid Details | |
|--|--|
| बिड बंद होने की तारीख/समय /Bid End Date/Time | 26-02-2026 16:00:00 |
| बिड खुलने की तारीख/समय /Bid Opening Date/Time | 26-02-2026 16:30:00 |
| बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date) | 90 (Days) |
| मंत्रालय/राज्य का नाम/Ministry/State Name | Ministry Of Steel |
| विभाग का नाम/Department Name | Steel Authority Of India Limited |
| संगठन का नाम/Organisation Name | lisco Steel Plant |
| कार्यालय का नाम/Office Name | Materials Management Dept lisco Steel Plant |
| कुल मात्रा/Total Quantity | 1 |
| वस्तु श्रेणी /Item Category | MAKE IN INDIA, MSE-ALL, BIS MARKED, 86" DISPLAY PANEL ANTI-GLARE LCD WITH DIRECT-LIT LED, DISPLAY RES. 4 |
| GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS | MAKE IN INDIA,MSE-ALL,BIS MARKED,86" DISPLAY PANEL ANTI-GLARE LCD WITH DIRECT-LIT LED,DISPLAY RES. 4K UHD,WALL MOUNT,CONTRAST RATIO ≥ 1200:1,BRIGHTNESS ≥450 NITS,PANEL LIFE ≥50000 HRS,INPUT HDMI ≥2,OUTPUT HDMI ≥1,INBUILT SPEAKERS,DESCRIPTION-INTERACTIVE PANEL,SOFTWARE WITH OTHER ITEMS,SCOPE- SUPPLY AND INSTALLATION OF INTERACTIVE PANEL, SOFTWARE AND OTHER ITEMS.SCOPE INCLUDES ELECTRIC & NETWORK CABLING WORK,INTERACTIVE PANEL,UPS,CAMERA,ON SITE WARRANTY 3 YRS,TOUCH SENSITIVE/PEN DRIVEN,INFRARED TECH., TOUCH POINTS ≥20,ADDT'L SOFTWARE- NA,INBUILT CPU WITH SLOT PROVISION FOR OPS,NO. OF CORES-8, RAM 8GB,STORAGE 64GB,ANDROID OS,OPS INCL. IN SCOPE,WINDOWS OS FOR OPS,RAM 8GB & SSD 256GB FOR OPS,INBUILT BLUETOOTH VERSION 5.2 & INBUILT WI-FI 802.11N,2 NOS. OF ELECTRONIC PEN,1 ADDT'L HDMI CABLE,ADDT'L ACCESSORIES- NA,UPS RATING 1 KVA,VIDEO CONF. CAMERA OF 4K UHD RES. WITH 3M CONNECTING CABLE WITH INBUILT MIC & REMOTE CONTROL.REST OTHER PARAMETERS OF ANY VALUE. |
| 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 | <ul style="list-style-type: none"> Entry and Mid Level Desktop Computer |

| बिड विवरण/Bid Details | |
|--|--|
| 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),Additional Doc 2 (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 दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेन् है/Do you want to show documents uploaded by bidders to all bidders participated in bid? | No |
| बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension | 3 |
| दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended | 7 |
| ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count | 1 |
| बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled | No |
| 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 | Yes (Arbitration clause document) as per DoE OM No.F.1/2/2024-PPD dated 03.06.2024 Arbitration should not be routinely included in contracts |
| सुलह खंड/Mediation Clause | Yes (Mediation clause document) as per DoE OM No.F.1/2/2024-PPD dated 03.06.2024 mediation clause should not be routinely included in contracts and pre-litigation mediation can be taken up without any such clause also |

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

1. 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.

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.

MAKE IN INDIA, MSE-ALL, BIS MARKED, 86" DISPLAY PANEL ANTI-GLARE LCD WITH DIRECT-LIT LED, DISPLAY RES. 4 (1 pieces)

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.No. | प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer | पता/Address | मात्रा /Quantity | डिलीवरी के दिन/Delivery Days |
|---------------|--|---|------------------|------------------------------|
| 1 | Sanjoy Kumar Maji | 713325,Materials Management Dept. IISCO Steel Plant Burnpur | 1 | 90 |

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

1. Generic

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

- Copy of PAN Card.
- Copy of GSTIN.
- Copy of Cancelled Cheque.
- Copy of EFT Mandate duly certified by Bank.

2. Generic

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

3. Inspection

Nominated Inspection Agency: On behalf of the Buyer organization, any one of the following Inspection Agency would be conducting inspection of stores before acceptance:

Pre-dispatch Inspection at Seller Premises (applicable only if pre-dispatch inspection clause has been selected in ATC):

Not Applicable

Post Receipt Inspection at consignee site before acceptance of stores:
SAIL ISP BURNPUR

4. Scope of Supply

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

5. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

| Title | MAT CODE | ITEM DESCRIPTION | QUANTITY |
|-------|----------------|--|----------|
| 1 | 51410009000128 | MAKE IN INDIA,MSE-ALL,BIS MARKED,86" DISPLAY PANEL ANTI-GLARE LCD WITH DIRECT-LIT LED,DISPLAY RES. 4K UHD,WALL MOUNT, CONTRAST RATIO ≥ 1200:1,BRIGHTNESS ≥450 NITS,PANEL LIFE ≥50000 HRS,INPUT HDMI ≥2,OUTPUT HDMI ≥1,INBUILT SPEAKERS,DESCRIPTION-INTERACTIVE PANEL,SOFTWARE WITH OTHER ITEMS,SCOPE- SUPPLY AND INSTALLATION OF INTERACTIVE PANEL, SOFTWARE AND OTHER ITEMS.SCOPE INCLUDES ELECTRIC & NETWORK CABLING WORK,INTERACTIVE PANEL,UPS,CAMERA,ON SITE WARRANTY 3 YRS,TOUCH SENSITIVE/PEN DRIVEN,INFRARED TECH., TOUCH POINTS ≥20,ADDT'L SOFTWARE - NA,INBUILT CPU WITH SLOT PROVISION FOR OPS,NO. OF CORES-8, RAM 8GB,STORAGE 64GB,ANDROID OS,OPS INCL. IN SCOPE,WINDOWS OS FOR OPS,RAM 8GB & SSD 256GB FOR OPS,INBUILT BLUETOOTH VER | 1EA |

| | | | |
|--|--|--|--|
| | | <p>SION 5.2 & INBUILT WI-FI</p> <p>802.11N,2 NOS. OF ELECTRONIC PEN,1 ADDT'L HDMI CABLE,ADDT'L ACCESSORIES-</p> <p>NA,UPS RATING 1 KVA,VIDEO CONF. CAMERA OF 4K UHD RES. WITH 3M CONNECTING</p> <p>CABLE WITH INBUILT MIC & REMOTE CONTROL.REST OF OTHER PARAMETERS OF ANY</p> <p>VALUE.</p> | |
|--|--|--|--|

TECHNO-COMMERCIAL TERMS CONDITIONS:

1. Agency of inspection: Joint inspection by executives of Inspection wing(MM) & BE&IE Department.
2. Venue of inspection: At CRS Store
3. Acceptance will be given after inspection of Items against Material Test, physical conditions and it's Warranty/Guarantee certificate.
- 4.All connecting Cables and accessories, Installation Kit to be supplied along with the Panel.
- 5.In case of any defect observed in the panel same need to be replaced on free of cost basis.
- 6.Damage free packaging to be ensured in case of any damage observed during inspection same will be rejected and party to replace the same on free of cost basis.
- 7.All other terms & conditions as per GeM ATC/GTC.

OTHER TERMS & CONDITIONS:

1. **BIDDER SHOULD SUBMIT UNDERTAKING AS PER ATTACHED **FORMAT and ANNEXTURE - S**, FAILING WHICH BID MAY BE REJECTED.**
2. PRICE QUOTED SHOULD BE ALL INCLUSIVE IN LINE WITH TERMS OF GeM, INCLUDING ALL CHARGES FOR FREIGHT/ PACKING/ INSURANCE ETC., AND GST. NO ADDITIONAL CHARGE SHALL BE QUOTED/ CONSIDERED.
3. AS PER THE SYSTEM OF GeM, ORDER CAN ONLY BE PLACED ON THE VENDOR SUBMITTING BID. IN CASE ORDER IS TO BE PLACED ON AUTHORIZED DEALER, BID MUST BE SUBMITTED BY THE DEALER, AND AUTHORIZATION LETTER FROM THE PRINCIPAL, MENTIONING THIS BID NUMBER SHOULD BE ATTACHED WITH THE BID.
4. PREFERENCES AS PER MSE GUIDELINES AND MAKE IN INDIA POLICY OF GOVT. OF INDIA AND PUBLIC PROCUREMENT POLICY AND ANY RELEVANT AMENDMENTS/ CLARIFICATIONS ISSUED BY THE COMPETENT AUTHORITY REGARDING THESE POLICIES SHALL BE APPLICABLE. ONLY BIDDERS WHO HAVE CLAIMED ELIGIBILITY AND HAVE UPLOADED RELEVANT DOCUMENTS (UDYAM AADHAAR / UDYOG AADHAAR FOR MSE/ SELF DECLARATION OF DOMESTIC VALUE ADDITION ABOVE 50% FROM MANUFACTURER IN MANUFACTURER'S LETTER

HEAD, AS PER THE ATTACHED FORMAT, FOR PREFERENCE TO CLASS-1 VENDOR AS PER MII POLICY).

5. IN CASE ANY OF THE BIDDER HAVE UNRESOLVED/PENDING QUALITY COMPLAINTS AGAINST THEM (Q2) ON THE DATE OF TENDER OPENING, IN SAIL ISP, ISP RESERVES THE RIGHT TO REJECT THEIR OFFER.
6. IN CASE OF TENDER ITEM CANNOT BE SPLIT OR DIVIDED, ETC. THE MSE QUOTING A PRICE WITHIN THE B AND L1+15% MAY BE AWARDED FOR FULL/ COMPLETE SUPPLY OF TOTAL TENDERED VALUE TO MSE.
7. SAIL RESERVES THE RIGHT TO VERIFY ANY SUPPORTING DOCUMENT(S) SUBMITTED BY A PARTICIPATING TENDERER/ BIDDER FROM ITS SOURCE (DOCUMENT ISSUING AUTHORITY).
8. **IN THE INTEREST OF EXPEDITIOUS COMPLETION OF VERIFICATION, A PARTICIPATING TENDERER/ BIDDER SHALL PROVIDE A LIST OF EACH SUPPORTING DOCUMENT ON ITS LETTER-HEAD AS PER "ANNEXURE-S", ALONG WITH THE CONTACT DETAILS (POST ADDRESS, EMAIL ADDRESS, LANDLINE/ MOBILE NUMBER) OF THE ISSUING AUTHORITY OF EACH SUPPORTING DOCUMENT FOR VERIFICATION.**
9. NON- VERIFICATION OF ANY SUPPORTING DOCUMENT OR INFORMATION, AT THE SOLE DISCRETION OF SAIL, DOES NOT ABSOLVE THE TENDERER/ BIDDER OF ITS ABSOLUTE RESPONSIBILITY TO PROVIDE ONLY GENUINE DOCUMENT(S) IN SUPPORT OF ELIGIBILITY CONDITIONS.
10. IN CASE A SUPPORTING DOCUMENT OR INFORMATION IS FOUND TO BE FAKE/FORGED/ TAMPERED/ NON-GENUINE AT ANY STAGE DURING TENDERING PROCESS & EVEN AFTER PLACEMENT OF PURCHASE ORDER/ WORK ORDER, THE TENDERER/ BIDDER IS LIABLE FOR PUNITIVE ACTIONS AS PER EXISTANT GUIDELINES OF SAIL.

ANNEXURE-1

FORMAT FOR UNDERTAKING TO BE SUBMITTED BY THE AUTHORIZED SIGNATORY OF THE BIDDER ON ITS LETTERHEAD ALONG WITH THE TENDER DOCUMENTS

I (Name and Designation) duly authorized to sign the bid for and on behalf of M/s..... (herein after called the bidder) for the purpose of Tender

No..... of (SAIL ISP, Burnpur)), do hereby solemnly affirm and state, on the behalf of the bidder including its constituents, as under:

I/We have read the contents of the above mentioned tender carefully and 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. I/We undertake and warrant that in relation to the aforesaid tender, our bid was developed genuinely, independently and made with the intention to accept the Contract, if awarded.

1. **BID SECURING DECLARATION:**

I/ We agree that if I/We withdraw or modify our Bid during the period of validity, or if I / We are awarded the contract and I/ We fail to sign the contract, or to submit a performance security before the deadline defined in the request for bids document, I/We will be liable to be suspended for a period of six months from being eligible to submit bids against all future tenders of SAIL ISP, Burnpur

2. **UNDERTAKING FOR NON-COLLUSIVE TENDERING:**

I/We undertake and warrant that our bid was not prepared with any agreement, arrangement, communication, understanding, promise of undertaking with any person (including any other bidder 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 also undertake that we will not, prior to the award of the Contract, enter into or engage in any of the foregoing.

3. **SUB-CONTRACTING, WHEREVER APPLICABLE:**

Disclosure in case of Job/ Project Contracts: I/We warrant that we have duly disclosed and will continue to disclose all intended sub-contracting arrangements relating to the Tender that we are required to disclose, including those which are entered into after the Contract is awarded.

4. **AUTHENTICITY OF DOCUMENTS SUBMITTED FOR BID EVALUATION:**

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 submitted information and documents. 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.

I/We understand that at any time during process of evaluation of tender or at any time after award of contract, 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/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 SAIL and initiating any legal action as deemed fit. Further, I/we and all my/ our constituents understand that my/ our offer shall be summarily rejected.

5. **REPRESENTATION OF SINGLE / MULTIPLE FIRMS BY THE AUTHORIZED PERSON:**

I/We hereby declare that I/we are not representing any other firm participating against this tender.

OR

I/We hereby declare that I/we also represent the following firm(s) participating against this tender:-

| Sl No. | Name of the firm |
|--------|------------------|
| 1. | |
| 2. | |

(Strike-off the portion which is not applicable)

6. **RELATIONSHIP WITH ANY EMPLOYEE WORKING IN PLANT / UNIT CONCERNED OR DIRECTORS OF SAIL INCLUDING ITS SUBSIDIARIES:**

a) I/We hereby declare that the Proprietor or any Partner of the Company or Director of our company has no relationship (within the meaning of Section-2 (77) of the Companies Act 2013) with any employee working in SAIL ISP, Burnpur any of the Directors of SAIL including its subsidiaries

OR

I/We hereby declare that the following Proprietor/Partner/Director of our company (has relationship (within the meaning of Section-2 (77) of the Companies Act 2013) with following employee working in SAIL ISP, Burnpur/Directors of SAIL including its subsidiaries:-

| Name of Proprietor/ Partner / Director of our company | Name of SAIL employee/ Director of SAIL | Type of relationship |
|---|---|----------------------|
| 1. | | |
| 2. | | |

(Strike-off the portion which is not applicable)

b) I/We further declare that if the contract is awarded to me/us, I/we shall inform if any of my/our relative(s) as defined above, join/joins the Plant/Unit concerned or joins as Director of SAIL including its subsidiaries at any time subsequent to the award and during continuance of the contract.

7. **ANTI BRIBERY MANAGEMENT SYSTEM (ABMS) DECLARATION:**

I/We undertake that we shall not give or take any financial or non- financial bribe, to or from any one during the tender or during the execution of the contract thereafter and if I/We notice any such incident happening, I/We shall report to SAIL Vigilance.

8. **MINIMUM LOCAL CONTENT AS APPLICABLE & LAND BORDER SHARING REQUIREMENTS, IF APPLICABLE:**

I/ We declare that I/We comply with the provisions of the revised Public Procurement (Preference to Make In India), Order 2017 dated 16.09.2020, as amended from time to time and also comply with the provisions of DoE Order dated 23.07.2020 with respect to the compliance related to land border sharing requirements and subsequent amendments thereto as applicable, on the date of submission of tender and at the time of Placement of Contract. (format is attached- Annexure 2)

9. **CONFLICT OF INTEREST (IF APPLICABLE):**

I/We undertake that we shall not make any improper use of information obtained from the Purchaser with intent to gain unfair advantage in the Tender Process or for personal gain including that of our affiliates and that I/we shall suo-moto proactively declare any conflict of interest (coming under the definition mentioned above - pre-existing or as soon as these arise at any stage) in any Tender Process or execution of the contract. I/We understand that failure to do so shall amount to a violation of the code of integrity.

10. I/We declare that I /We have disclosed any previous transgressions of code of integrity with any entity in any country during the last three years or of being debarred by any other procuring entity in our bid documents. Failure to do so would amount to violation of the code of integrity.

11. I/We undertake that we have read, understood and accepted the General Terms and Conditions of Contract of Purchase, as applicable and shall be binding on us in addition to other terms and conditions mentioned in the tender document.

**Seal and Signature
of Authorized Signatory**

Annexure-S

| Sl. | Type of document (for e.g. work order/job completion certificate/ Invoice/RA bill/Final Bill etc.) | Issuing authority Company Details (with full postal address) | Contact of official Name, Designation & email address of Issuing Authority | Contact Official Land Line & Mobile Number of issuing Authority |
|-----|---|--|--|---|
| 1 | | | | |
| 2 | | | | |
| 3 | | | | |
| 4 | | | | |

****Note: The duly filled up Annexure is to be submitted in letter head of the bidder. ****

6. Buyer Added Bid Specific ATC

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

अस्वीकरण/Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and

resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

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

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

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

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

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

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

All obligations relating to wages, social security, safety, working conditions, industrial relations etc. and any other statutory requirements shall be strictly met by the Seller/ Service Provider. Any non-

compliance shall constitute a breach of the contract and shall entitle the Buyer to take appropriate action in accordance with the contract and applicable law.

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

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

---धन्यवाद/Thank You---