

**बिड दस्तावेज़ / Bid Document**

| <b>बिड विवरण/Bid Details</b>   |  |
|--|--|
| <b>बिड बंद होने की तारीख/समय /Bid End Date/Time</b>  | 23-05-2026 18:00:00  |
| <b>बिड खुलने की तारीख/समय /Bid Opening Date/Time</b>   | 23-05-2026 18:30:00  |
| <b>बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)</b>   | 180 (Days)   |
| <b>मंत्रालय/राज्य का नाम/Ministry/State Name</b>   | Ministry Of Steel  |
| <b>विभाग का नाम/Department Name</b>  | Steel Authority Of India Limited   |
| <b>संगठन का नाम/Organisation Name</b>  | Bokaro Steel Plant   |
| <b>कार्यालय का नाम/Office Name</b>   | Bslp61   |
| <b>कुल मात्रा/Total Quantity</b>   | 11000  |
| <b>वस्तु श्रेणी /Item Category</b>   | MILLING INSERT, SZ: TPAN 2204 PDR, GR: P30   |
| <b>GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS</b>   | MILLING INSERT,SZ:TPAN 2204 PDR,GR:P30   |
| <b>GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS</b>  | Turning and Milling Inserts (BHEL), Wild Animal Repellent System (V2), Cotton Cloth Bag for Seed Packing - Capacity From 0.75 Kg to 12 Kg - National Seeds Corporation Limited   |
| <b>अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification</b>   | <ul style="list-style-type: none"> <li>• Turning and Milling Inserts (BHEL)</li> </ul>   |
| <b>एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Relaxation for Years of Experience and Turnover</b>  | No   |
| <b>स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Relaxation for Years of Experience and Turnover</b>   | No   |
| <b>विक्रेता से मांगे गए दस्तावेज़/Document required from seller</b>  | Certificate (Requested in ATC)<br>*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 |
| <b>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?</b> | No   |

**बिड विवरण/Bid Details**

|  |  |
|--|--|
| बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / <b>Minimum number of bids required to disable automatic bid extension</b>                                     | 3  |
| दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / <b>Number of days for which Bid would be auto-extended</b>   | 8  |
| ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / <b>Number of Auto Extension count</b>   | 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  | 4 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   |
| <b>Payment Timelines</b>   | Payments shall be made to the Seller within <b>45</b> 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  | 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  |

### ट्रेड्स भुगतान संबंधी विवरण/TReDS Payment Details

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

1. Preference to Make In India products (For bids < 200 Crore):Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers

as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate .The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023.

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

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.

### **MILLING INSERT, SZ: TPAN 2204 PDR, GR: P30 ( 11000 Unit )**

**(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 | <a href="#">Download</a> |
|---|--------------------------|

#### **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                                      |

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

| क्र.सं./S.N<br>o. | परेषिती/रिपोर्टिंग<br>अधिकारी /Consignee<br>Reporting/Officer | पता/Address  | मात्रा /Quantity | डिलीवरी के दिन/Delivery<br>Days |
|-------------------|---|--|------------------|---------------------------------|
| 1                 | Rajkaran Singh  | 827001,DGM(Stores), Stores<br>Department, Steel Gate, Gate<br>No.-9, Bokaro Steel Plant,<br>Bokaro Steel City-827001,<br>Jharkhand | 11000            | 120                             |

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

### 1. Generic

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

### 2. Generic

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

### 3. Generic

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.

### 4. Generic

**Manufacturer Authorization:** Wherever Authorised Distributors/service providers are submitting the bid, Authorisation Form /Certificate with OEM/Original Service Provider details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid

### 5. Generic

1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.

### 6. Generic

Without prejudice to Buyer's right to price adjustment by way of discount or any other right or remedy available to Buyer, Buyer may terminate the Contract or any part thereof by a written notice to the Seller, if:

- i) The Seller fails to comply with any material term of the Contract.

- ii) The Seller informs Buyer of its inability to deliver the Material(s) or any part thereof within the stipulated Delivery Period or such inability otherwise becomes apparent.
- iii) The Seller fails to deliver the Material(s) or any part thereof within the stipulated Delivery Period and/or to replace/rectify any rejected or defective Material(s) promptly.
- iv) The Seller becomes bankrupt or goes into liquidation.
- v) The Seller makes a general assignment for the benefit of creditors.
- vi) A receiver is appointed for any substantial property owned by the Seller.
- vii) The Seller has misrepresented to Buyer, acting on which misrepresentation Buyer has placed the Purchase Order on the Seller.

#### 7. **Scope of Supply**

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

#### 8. **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):

WAIVED

Post Receipt Inspection at consignee site before acceptance of stores:  
AT BSL STORES, BS CITY

#### 9. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

#### **Buyer Added text based ATC clauses**

**A. THE BIDS SUBMITTED BY THE SELLERS TO WHOM LTE (LIMITED TENDER ENQUIRY) 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 THE VENDOR REGISTRATION FORM, HOSTED ON THE SAIL TENDER WEBSITE AND COMPLETE THE DUE PROCESS OF REGISTRATION WITH SAIL PLANTS/UNITS.**

#### **ITEM SPECIFICATION**

MILLING INSERT,SZ:TPAN 2204 PDR,GR:P30

TUNGSTEN CARBIDE INDEXABLE, FULLY LAPPED ALL OVER,

NOTE: REGISTERED MANUFACTURER MAKE ONLY TO BE CONSIDERED FOR PROCUREMENT

REGISTERED MANUFACTURERS AS PER O/O NO. GM(MAINT)/2017-18/156 DT. 10.11.2017:

1. KENNAMETAL WIDIA INDIA LTD.
2. SANDVIK ASIA LTD.
3. RAPICUT CARBIDES LTD.
4. TAEGUTEC INDIA PVT. LTD.

5. CERATIZIT INDIA PVT. LTD.

**B. INSPECTION:**

INSPECTION PLAN NO:1 VERSION:00002

STAGE INSPECTION: waived

PREDISPATCH INSPECTION (INDIGENOUS): waived

PREDISPATCH INSPECTION (IMPORT): waived

FINAL RECEIPT INSPECTION: RECEIPT INSPECTION

1. VISUAL INSPECTION

2. VERIFIATION OF DOCS

QAP & DOCUMENTS TO BE SUBMITTED:

Documents to be submitted: 1.GC

INSPECTION TEXT:

1. BSL RESERVES THE RIGHT TO CONDUCT INSPECTION AT ANY STAGE PRIORTO  
DESPATCH OR AFTER RECEIPT INCLUDING TESTING OF MATERIALS IRRESPECTIVE OF  
INSPECTION CLAUSE GIVEN IN THE PO.

2. ALL TEST REPORTS / DOCUMENTS MENTIONED IN PO HAVE TO BE SUBMITTED IN ADDITION TO THE DOC  
UMENTS MENTIONED IN INSPECTION PLAN ALONG WITH THE MATERIAL OR WHENEVER ASKED FOR.

3. CLEAR, VISIBLE IDENTIFICATION MARK (IM) OF THE SUPPLIER /MANUFACTURER HAS TO BE GIVEN ON TH  
E MATERIAL AND IT HAS TO BE ENCIRCLED,FAILING WHICH THE MATERIAL MAY BE REJECTED. THE DETAIL  
S OF THE "IM" & ITS LOCATION ON THE MATERIAL HAS TO BE CLEARLY MENTIONED IN THE INVOICE / CHAL  
LAN / PACKING LIST.**C.**

**C. KINDLY SUBMIT THE FOLLOWING DOCUMENTS ALONG WITH BID:**

1. SELF CERTIFICATE UNDER PREFERENCE TO "MAKE IN INDIA" POLICY INDICATING WHETHER YOU  
ARE CLASS-I LOCAL SUPPLIER / CLASS-II LOCAL SUPPLIER, PERCENTAGE OF LOCAL CONTENT FOR  
THE ITEM AND LOCATIONS AT WHICH THE LOCAL VALUE ADDITION IS MADE.
2. IN CASE OF DEALER OR AUTHORIZED DISTRIBUTORS, GEM BID SPECIFIC OEM AUTHORIZATION  
CERTIFICATE (MENTIONING BID NO. OF THIS TENDER) TO BE SUBMITTED.
3. FORMAT FOR UNDERTAKING TO BE UPLOADED / SUBMITTED BY THE AUTHORIZED SIGNATORY  
OF THE BIDDER ON ITS LETTERHEAD ALONG WITH THE TENDER DOCUMENTS

**D. KINDLY CONFIRM THE FOLLOWING TERMS & CONDITIONS;**

- (A) TERMS OF DELIVERY - FOR BSL STORE,BOKARO STEEL CITY
- (B) PAYMENT TERMS - 100% AGAINST GRN

- (C) PRICE TERM - FIXED
- (D) TAXES - PLEASE INDICATE CLEARLY YOUR TAXES AS APPLICABLE IN GST.
- (E) QUANTITY - AS PER RFQ / SPECIFICATION DOCUMENT
- (F) KINDLY CONFIRM YOUR ACCEPTANCE OF TECHNICAL SPECIFICATION OF OUR BID WITHOUT ANY DEVIATION.
- (G) DELIVERY SCHEDULE - THE TOTAL QUANTITY IS TO BE DELIVERED WITHIN 120 DAYS OF PO PLACEMENT.
- (H) SAIL BSL RESERVES THE RIGHT TO INCREASE OR DECREASE THE ORDERED QUANTITY BY +/- 25 % WITHIN CONTRACTUAL DELIVERY PERIOD.

**E. UNLOADING RESPONSIBILITY: BSL**

**F. SHIPPING ADDRESS:**

GM (STORES),  
STORES DEPARTMENT,  
STEEL GATE, GATE NO-9, BOKARO STEEL PLANT,  
BOKARO STEEL CITY, JHARKHAND-827001

**G. MANDATORY INSTRUCTIONS FOR DELIVERY OF GOODS BY VENDORS TO BE INCORPORATED IN GEM PO:**

1. COPY OF INVOICE DULY PASTED ON THE PARCEL WITH DETAILS LIKE SAP PO NUMBER, INVOICE NO AND INVOICE DATE, MATERIAL AND IT'S QUANTITY CLEARLY LEGIBLE ON THE DOCUMENT. WITHOUT THIS INFORMATION, PARCEL SHALL NOT BE ACCEPTED.
2. ASN (ADVANCE SHIPPING NOTIFICATION) RELATED: THE SUPPLIER TO SUBMIT ASN NUMBER RECEIPT WHILE DISPATCHING THE CONSIGNMENT. FOR CREATION OF ASN, THE SUPPLIER TO VISIT "<https://eproc.bokarosteel.sailbsl.in/irj/portal>"
3. ARRANGEMENT FOR DELIVERY OF GOODS TO BE MADE BY THE VENDOR AS PER ROUTE CARD GIVEN TO VENDOR AT THE TIME OF GATE ENTRY.
4. BILLING ADDRESS AGM( F&A-PURCHASE STORE A/C ), SAIL/BOKARO STEEL PLANT, BOKARO STEEL CITY - 827001, JHARKHAND, INDIA  
EMAIL ID: [bslfin.purchase@sail.in](mailto:bslfin.purchase@sail.in)  
PAN NO : AAACS7062F GST NO : 20AAACS7062FAZJ  
THE SUPPLIER MAY ALSO UPLOAD DIGITAL SIGNED INVOICE AND RELATED DOCUMENTS, IF ANY ON "#BSL SRM PORTAL" GIVEN URL (<https://eproc.bokarosteel.sailbsl.in/irj/portal>) FOR FASTER BILL REGISTRATION. IN CASE OF UPLOADING DIGITAL SIGNED INVOICE ON SRM, SUBMISSION OF HARD COPY INVOICE TO BILLING ADDRESS IS NOT REQUIRED. UPLOADED INVOICE SHOULD BE ORIGINAL AND NOT A CONVERTED ONE. FURTHER, DATE OF INVOICE AND DIGITAL SIGNATURE MUST BE SAME.

10. **Buyer Added Bid Specific ATC**

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

**अस्वीकरण/Disclaimer**

The Additional Terms and Conditions (ATC) have been incorporated by the Buyer after approval of their Competent Authority. The Buyer, is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any restriction arising in the bidding process due to these ATCs and including the modification of technical specifications and / or terms and conditions governing the bid. All representations / grievances pertaining to the ATC clauses shall be raised with the buyer organization directly

and not with GeM. If any of the clause(s) is/are incorporated by the Buyer regarding the following, the bid & resultant contract shall be treated as null & void. Further, GeM reserves the right, at its sole discretion, to cancel the bid forthwith, without issuance of any prior notice or intimation :-

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

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

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

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

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

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

**All obligations relating to wages, social security, safety, working conditions, industrial relations etc.**

**and any other statutory requirements shall be strictly met by the Seller/ Service Provider. Any non-compliance shall constitute a breach of the contract and shall entitle the Buyer to take appropriate action in accordance with the contract and applicable law.**

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

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

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

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