

बिड दस्तावेज़ / Bid Document

बिड विवरण / Bid Details	
बिड बंद होने की तारीख/समय / Bid End Date/Time	03-02-2026 11:00:00
बिड खुलने की तारीख/समय / Bid Opening Date/Time	03-02-2026 11:30:00
बिड पेशकश वैधता (बंद होने की तारीख से) / Bid Offer Validity (From End Date)	150 (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
कुल मात्रा / Total Quantity	350
वस्तु श्रेणी / Item Category	PIPE, MS, LANC, THK-1.8MM, SIZE-8MM, IS 10577-1982, GUAGE LENGTH: AS PER IS: 554-1985 TABLE-2 THREAD FOR 1
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	PIPE,MS,LANC,THK-1.8MM,SIZE-8MM, IS 10577-1982,GUAGE LENGTH: AS PER IS:554-1985 TABLE-2 THREAD FOR 1/4 INCH
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	MS ERW Pipe for Bus Body Building Parts as per IS 3601 (Latest), Unplasticized PVC Pipes for Potable Water Supplies as per IS 4985, Ratchet Pipe Threader for Taper Pipe Threads as per IS 16176, Elastomer Insulated, Elastomer Sheathed Cables, General Purpose Pipe Wrench as per IS 4003, IS 1570, IS 14329, XLPE Cable for Working Voltages up to and Including 1.1 KV as per IS 7098 (Part 1), Steel Pipes for Water and Sewage as per IS 3589, Standards Sand for testing cement - IS 650, Stainless Steel Threaded Fasteners as per IS 1367(Part 14), Aluminium Conductors For Overhead Transmission Purposes (V2) Conforming To IS 398
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	<ul style="list-style-type: none"> • Steel Pipes for Water and Sewage as per IS 3589 • Seamless Steel Tube - BHEL (EM)
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / MSE Relaxation for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Relaxation for Years of Experience and Turnover	No

बिड विवरण/Bid Details	
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Certificate (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	4
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	10
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	3
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	3 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
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ईपीबीजी विवरण /ePBG Detail

आवश्यकता/Required	No
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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	AS PER ATC

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	70

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 70% (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

PIPE, MS, LANC, THK-1.8MM, SIZE-8MM, IS 10577-1982, GUAGE LENGTH: AS PER IS: 554-1985 TABLE-2 THREAD FOR 1 (350 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

<p>क्रेता विशिष्टि दस्तावेज़ /Buyer Specification Document</p>	<p>Download</p>
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परेषिती/रिपोर्टिंग अधिकारी तथा मात्रा/Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	डिलीवरी अनुसूची /Delivery Schedule अनुबंध प्रारम्भ होने की तारीख से दिनों की संख्या में /(In number of days from contract start days)		
1	Chikkala Madhu Sudana Rao	530031,CENTRAL STORES BUILDING VISAKHAPATNAM STEEL PLANT	मात्रा /Quantity	प्रारंभ होने की तारीख से डिलीवरी /Delivery to start after	डिलीवरी _____तक पूरी कर ली जाए /Delivery to be completed by
			70	0	30
			70	30	60
			70	60	120
			70	120	180
			70	180	240

क्र.सं. 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

Buyer Organization specific Integrity Pact shall have to be complied by all bidders. Bidders shall have to upload scanned copy of signed integrity pact as per Buyer organizations policy along with bid. [Click here to view the file](#)

4. Generic

Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.

5. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

Bidders who are not currently registered/Enlisted with RINL and are interested to be enlisted as a supplier of these items, should fill up the vendor enlistment form, hosted on the website www.vizagsteel.com. The normal enlistment process shall, thereafter be followed by the MM for enlisting the eligible suppliers. This information is solely for the purpose of exploring the possibility of enhancing vendor base, wherever required.

The vendor registration/updation process of RINL/VSP is as below:

§ Visit www.vizagsteel.com

§ Go to "Vendors/Contractors Regn"-> & Click on "Click for vendor Registration/Up-gradation !".

§ Fill in all the details viz., "General Info", "Registration Info" & "Financial Info"

§ Click "SUBMIT" Button.

§ Kindly ensure to upload soft copies of all relevant documents and click on 'Final Submit'.

§ Kindly take a note of the Application number and use it as a reference when approaching Vendor Development Cell. Contact Details: DGM(MM) -Vendor Development Cell,

Mob: +91-8500669899, e-mail: snyandra@vizagsteel.com

ATC (ADDITIONAL TERMS & CONDITIONS)

DOCUMENTS TO BE UPLOADED BY THE BIDDER during bid participation in GeM:

All tenderers should submit the following documents duly filled, signed and stamped on pages along with the check list

Checklist

Sl no Documents Annexure/Document Submitted (Y/N/NA)

1 Buyer Technical SPECIFICATION Document Refer relevant clause of BID document

2 Documents required for PQC(Eligibility criteria) if applicable in tender NA

3 Documents for claiming MSE benefits, in case applicable. Eligible Bidders are requested to opt for the same in GEM Portal while submitting their offer failing which benefits shall not be applicable.

5 Duly signed and stamped Integrity Pact (if applicable) and requested in this GEM TENDER- VITAL

6 Bid Security declaration in the prescribed format. -tenders not accompanied by BSD Shall be treated in valid.

Annexure-I

7 Acceptance to BID ATC confirming acceptance to all terms and conditions Annexure- II

8 Tenderers/Bidders shall be required to submit an undertaking regarding authenticity of documents submitted in the format attached. The Bidder/ tenderer shall sign all the pages of his/her submission Annexure -III

9 Bidder shall submit a Declaration / "Non-Collusive Tendering Certificate" (as per the format at Annexure-IV) Annexure-IV

Note: IN CASE FAILED TO SUBMIT DOCUMENTS AS REQUESTED; OFFER SHALL BE EVALUATED BASED ON THE AVAILABLE DOCUMENTS.

1.0 MATERIAL & SPECIFICATIONS: As per Buyer SPECIFICATION Document. *Exception and deviation: No request for change in scope of work will be considered.

1.1 Bidder to specify Make/Model and upload Technical catalogue/brochures etc wherever applicable in the offer. Supply of other than offered make/model will be summarily rejected.

2.0 Quoting of PRICES: Price quoted shall be for supply on "FOR VSP Stores" basis (inclusive of Freight, Insurance and applicable GST). Applicable GST percentage to be mentioned in the Offer. The prices quoted should be firm till completion of delivery.—VITAL.

3.0 Delivery:

In case of order placement, Bidder shall complete the delivery of the ordered Quantity as per Delivery Schedule indicated in GEM Bid Document from the date of receipt of Letter of Acceptance (LOA) / GEM Contract / RINL SAP Purchaser Order(in case GEM contract could not be released in GEM portal for whatsoever the reason), whichever is earlier. However, RINL-VSP reserves the right to revise the delivery schedules depending on our production requirements and storage capacity, without any additional financial implication to RINL-VSP. In the event of any failure to supply the required quantity by the supplier which is sought to be made good after the contract period is over will be at RINL's option. It may be noted that in the event of an o

order, delivery shall be the essence of the contract. Further, failure to adhere to the delivery schedules shall attract contractual remedies as per tender terms and conditions. QUANTITY TOLERANCE IS ALLOWED AS PLUS OR MINUS 5 PERCENT FOR THOSE UNIT OF MEASUREMENT IS METERS OR TONS OR KG

4.0 RINL reserves the right to negotiate with the tenderers without prejudice to their quoted price.

5.0 Number of Sources: TWO (Quantity distribution will be as per clause 8.0 , 9.0 and 10.0 of DETAILED TERMS AND CONDITIONS OF INVITATION TO SUPPLY TENDER available at RINL website.

6.0 EMD/ BID SECURITY (In Lieu of Earnest Money Deposit): The tender shall be considered only if "Bid Security Declaration(as per the format at Annexure-I)" is submitted as per the stipulated format enclosed to this Bid document. The Bid Security Declaration shall be signed by a person having Legal capacity to sign the Bid Security Declaration.

7.0 Tenderers/Bidders shall be required to submit an undertaking regarding authenticity of documents Submitted in the format attached at Annexure-III. The Bidder/ tenderer shall sign all the pages of his/her s ubmission w.r.t to subject tender.

8.0 Bidder shall submit a Declaration / "Non-Collusive Tendering Certificate" (as per the format at Annex ure-IV) 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.

9.0 PURCHASE PREFERENCE TO MSEs AND MAKE IN INDIA (MII) VENDORS AND OTHER BENEFITS: As per clause 8.0 and 9.0 of DETAILED TERMS AND CONDITIONS OF INVITATION TO SUPPLY TENDER available at RINL website. The illustrative example for quantity distribution (in case of divisible items, and where No. of sources as per NIT/BID in Two) based on the above clauses is given in Annexure-V.

Eligible Bidders are requested to opt MSE option in GEM Portal while submitting their offer failing which MSE preference /benefits shall not be applicable.

10.0 ESTABLISHMENT OF CREDENTIALS OF UN-ENLISTED VENDORS: If Tenderer who responds to this tender notice is not presently enlisted with RINL, he is requested to furnish copies of the following documents super scribing "CREDENTIALS" and the ITT REFERENCE or TENDER REFERENCE as the case may be, along with the tender.

i. Notarized Statutory manufacturing / service industry registration certificate, i.e. EM-Part II issued by DIC / NSIC registration certificate for the same / similar items for MSEs.

(or)

Notarized copy of certificate of Registration of Shops and Establishments for a Dealer/ Agent / Trader, etc.

(or)

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

ii. Notarized copy of Proprietary / Partnership deeds in case of Proprietary / Partnership firms.

iii. 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.

iv. Self-certified financial worth and audited financial statements for the last three (3) years.

v. Self-certified Purchase Orders / Contracts copies for the same or similar tendered item/s.

vi. Self-certified ISO certificate, if any.

Vendor Assessment Report has to be submitted by the bidders for whom Vendor Assessment is already done by GeM for the tendered item(s).

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

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

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

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

Kindly note that the above information is required to assess the credibility of the vendor not presently enlisted with RINL. The tender of un-enlisted vendor may be rejected in case of non-submission or incomplete submission of the above documents or if RINL finds that the creditability of the un-enlisted vendor is not sa

tisfactory on the basis of the documents furnished. The vendor shall produce originals of the above documents for verification, if RINL so desires. RINL's decision in this regard shall be final.

11.0 TEST CUM GUARANTEE CERTIFICATE: The SUPPLIER shall submit Test cum Guarantee Certificate along with every consignment and give guarantee for replacement in case of any deviations / manufacturing defects.

Replacement of defective MATERIALS shall be made free of cost at PURCHASER's site by the SUPPLIER and the collection of the defective MATERIAL to the SUPPLIER's works shall be the SUPPLIER's responsibility and shall be made at his expenses.

12.0 GUARANTEE:

i. 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.

ii. Replacements of defective items / parts if any during the guarantee period must be delivered by the Supplier free of charge up to VSP stores on DDP basis (Incoterms 2010).

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

13.0 TERMS OF PAYMENT:

i. 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 60th day (21st day for Local Micro and Small enterprises and 45th day for non-local MSEs, subject to submission of documents as stipulated for availing MSE benefits) from the date of acceptance of material at VSP (i.e. GARN date).

ii. Payment shall be made direct 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.

iii. Original documents required to be submitted for payment i) Invoice in triplicate ii) LR / RR iii) Delivery challan/packing list iv) Test Certificate wherever applicable v) Guarantee certificate wherever applicable vi) (All these documents except the first are to be submitted to the Consignee(ALONG WITH THE STORES).

iv. One advance set of documents listed at (iii) above shall be sent to Finance Dept. Purchase Bills Section.

v. As soon as the Stores are despatched the LR No. alongwith transporter name/ RR No., Item No., Material No. of the PO and quantity against each item despatched along with total value of the invoice should be intimated to the following:

i)Purchase Dept (with attention drawn to the signatory with name & designation) ii) Consignee iii) Finance Dept., (Purchase Bills).

14.0 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 the right of accepting the whole or any part of the tender/Offer or portion of the quantity tendered and the tenderers (bidders) shall supply the same at the rate quoted.

15.0 INSPECTION: Pre-Despatch inspection to be carried out by 3rd party agency appointed by Buyer(RINL-VSP). The supplier shall furnish the inspection call along with all the internal test reports as well as other test certificates specified in the Schedule of Material Cum Specifications at least 15 (fifteen) to 30 days in advance of the scheduled delivery date, to enable VSP to examine the same and issue dispatch clearance/carry out inspection at the suppliers premises. The dispatch of stores by the suppliers shall be only after receipt of dispatch clearance or accepted inspection note/ certificate. Inspection & Acceptance of goods shall be as per the offer and agreed parameters during technical clarifications/evaluation. Test certificates and all other documents specified in the enclosed schedule of material-cum- specification are required to be furnished to the Inspector at the time of inspection as well as part of dispatch documents at the time of supply of material.

16.0 WEIGHMENT:

All the trucks shall be weighed at destination i.e., at VSP's weighbridge. The weight recorded at VSP weighbridge or in L/R or in Supplier's Invoice/Packing List, whichever is lower, shall be the basis for goods accept

ance and payment.

17.0 PRICE FIRMNESS: The prices quoted should be firm unless otherwise allowed specifically till completion of delivery.—VITAL . Any new taxes and duties and any changes in taxes and duties during the original contractual delivery period shall be reimbursed at actuals based on the documents evidencing the taxes and duties applicable on the date of supply as well as the due date for submission of tender. Any new taxes and duties and any changes in taxes and duties beyond the contractual delivery period shall be borne by the successful tenderer.

18.0 "GST shall be applicable on all penalties (like Liquidated Damages, penalties for variation in material specification, 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 GST applicable thereon. The Purchaser shall issue Tax Invoice in favour of the Seller/Supplier for such recoveries."

19.0 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).

20.0 DEFAULT:

Should the SELLER fail to provide the MATERIAL for delivery by the time or times agreed upon or should the SELLER in any manner or otherwise fail to perform the Acceptance to Tender or should a receiver be appointed on its assets or make or enter into any arrangements or composition with Creditors or suspend payments (or being a company should enter into liquidation either compulsory or voluntary), the PURCHASER shall have power to declare the 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 losses which the PURCHASER may incur, sustain or be put to by reason of or in connection with SELLER's default. This Clause is however subject to Force Majeure Clause.

21.0 PUNITIVE ACTIONS :

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

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

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

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

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

22.0 RISK PURCHASE:

The PURCHASER reserves the right to take Risk Purchase action at the cost and risk of the SELLER, in case he fails to deliver the materials in the specified schedule and the differential cost shall be recovered. The cancellation of the Purchase Order as stated above may be either for whole or part of the Purchase Order at PURCHASER's option. In the event of the PURCHASER terminating the Purchase Order in whole or in part, he may procure, on such terms and in such manner as he deems appropriate, supplies similar to those so terminated and the SELLER shall be liable to the PURCHASER for any excess costs for such similar supplies. However, in case of part termination of Purchase Order by the PURCHASER, the SELLER shall continue the performance of the Acceptance to Tender to the extent it is not terminated under the provisions of this Clause.

23.0 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 SEL

LER 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.

24.0 TRANSFER AND SUB-LETTING:

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

25.0 WAIVER:

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

26.0 REVENUE POLICY OF GEM: Transaction charges shall be levied by GeM as per Revenue Policy of GeM w.e.f. 01.06.2020 available in GeM website under "Terms and Conditions >> Sellers >> Revenue policy of GeM".

27.0 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.

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.

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.

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.

28.0 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.

29.0 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

30.0 All other terms and conditions shall be as per VSP's General Conditions of Contract (GCC) for supply and Detailed Terms And Conditions Of Invitation To Supply Tender which are available at our web site www.vizagsteel.com (Both are available at www.vizagsteel.com □ Tenders □ MM □ Detailed terms and conditions of Invitation to Tender (ITT). Any Contradiction between the terms in this Bid ATC and ITT, the terms in this Bid ATC shall prevail to the extent of such contradiction.

31.0 Any revised bids / any revision in offered price, terms & conditions, received after tender opening i.e. after opening of Techno-Commercial unpriced bids shall be rejected unless it has been furnished in response to a specific request from RINL-VSP.

32.0 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.

33.0 This Bid ATC supplements/supersedes GeM GTC.

Annexure-I
BID SECURITY DECLARATION

(in lieu of EMD)

Tender no. / GEM Bid No. Dated.:

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

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

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

Or

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

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

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

[Signature]

In the capacity of:

[Legal capacity of person signing the Bid Security Declaration]

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

Name:

[Complete name of person signing the Bid Security Declaration]

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

Corporate Seal: (wherever applicable)

Witness:

[Signature of person with name and address]

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

Annexure- II

ACCEPTANCE OF THE TERMS AND CONDITIONS MENTIONED IN THE TENDER

To

General Manager (MM),
Block 'A' Purchase Department,
Administrative Building,
Rashtriya Ispat Nigam Ltd.,
Visakhapatnam Steel Plant,
Visakhapatnam-530 031 (A.P).

Dear Sir,

Sub: Acceptance Of the Terms And Conditions

Ref: 1) Your ITT / Bid No. _____
2) Our Offer No. _____

1. With reference to your Tender Notice No. _____ for Supply of materials against above referred ITT/BID no, we hereby give our confirmation and acceptance of all the terms and conditions mentioned in the above captioned tender.

** There are no deviations to the above captioned tender / Statement of deviations is enclosed to this letter.

Thanking you,

Yours faithfully,

Dated:

(Signature and Seal of Tenderer)

Note: If there is any requirement of deviations / deletions from the terms and conditions mentioned in the tender document a separate statement duly signed should be sent along with offer (Techno-Commercial Bid).

** Strike off whichever is not applicable.

STATEMENT OF DEVIATIONS

S.No.	Condition(s)	Clauses	Deviation
1			
2			
3			

.....
Signature and Seal of the Tenderer

Annexure- III

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

I (Name and Designation) appointed as the attorney/ authorized signatory of the bidder (including its constituents) M/s.....(hereinafter called the bidder) for the purpose of the Tender Documents for.....as per the tender No of (RINL), do hereby solemnly affirm and state on the behalf of the bidder including its constituents as under:

1. I/We the bidder(s) am/are signing this document after carefully reading the contents of the above mentioned tender.
2. I/We declare and certify that I /we have not made any misleading or false representation anywhere in the tender submitted including the annexures thereto.
3. I/We also understand that my/ our offer will be evaluated based on the documents/ credentials submitted along with the offer and same shall be binding upon me/us.
4. I/We declare that the information and documents submitted along with the tender documents by me/ us are complete and correct and I /we are fully responsible for the authenticity and correctness of the information and documents, submitted by us.
5. I/We understand that at any time during process for evaluation of tenders, if any information /document submitted by me / us are found to be suppressing facts / forged / false / fabricated / fudged or incorrect, it shall lead to forfeiture of the EMD, if submitted, besides banning under the extant Guidelines for Banning of Business Dealings of RINL and initiating any legal action as deemed fit by RINL. Further, I/we (Name of the Bidder) and all my/ our constituents understand that my/ our offer shall be summarily rejected.
6. I/We also understand that at any time after award of contract, if the certificate(s) submitted by me / us are found to be suppressing facts / false/ forged/ fabricated / fudged or incorrect, it may lead to termination of the contract, along with forfeiture of EMD / SD and Performance Guarantee if submitted, besides any other action provided in the contract including banning under the extant Guidelines for Banning of Business Dealings of RINL and initiating any legal action as deemed fit by RINL.

(SEAL AND SIGNATURE OF THE BIDDER)

Place: Date:

Annexure- IV

FORMAT NON-COLLUSIVE TENDERING CERTIFICATE

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

To

RINL-VSP.

Dear Sir/ Madam,

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

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

2. Non-collusion

We represent and warrant that in relation to the Tender:

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

(b) Our bid was not prepared with any agreement, arrangement, communication, understanding, promise 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-V

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

Sl. No Scenario Quantity distribution

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

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

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

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

ClS1 50% - Local MSE

50% - L1 AIMSE & MII

ClS1

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

30% - Others

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

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

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

50% - L1 Non-MSE & MII
Cls1

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

C) In case there is no eligible Local MSE or AIMSE 70% - L1 MII Cls1 & Non-MSE
30% - Others

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

3.1 Where L1 is Local MSE but Non-Class1

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

B) In case there is/are no eligible MII Class-1 70% - L1 Local MSE
30% - others

3.2 Where L1 is AIMSE but Non-MII Class1

A)

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

70% - Local MSE & Cls1 MII

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

25% - Local MSE & Non- Cls1

25% - L1 AIMSE & Non- MII

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

C) In case there is no eligible Local MSE but there is eligible MII Cls1 50% - MII Class1
50% - L1 AIMSE & Non-MII Cls1

D) In case there is no eligible Local MSE and no eligible MII Cls1 local 70% - L1 AIMSE & Non-MII Cls1
30% - Others

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

A)

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

70% - Local MSE & Cls1 30% - L1 Non-MSE &

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

25% - MII Cls1

25% - L1 Non-MSE &

Non-MII Cls1

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

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

C)

In case there is no eligible Local MSE but there is/are eligible AIMSE/s and there is/are eligible MII Cls1

If AIMSE is Class-1 MII If AIMSE is Non-MII Class-1

50% - AIMSE & Cls1

50% - L1 Non-MSE &

Non-MII Cls1 25% - AIMSE & Non MII

Cls1

37.5% - MII Class1

37.5% - L1 Non-MSE &

Non-MII Cls1

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

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

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

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

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

30% - Others

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

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

Note:

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

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

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---