बिड संख्या/Bid Number: GEM/2026/B/8219100

दिनांक /Dated: 30-10-2026

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	14-11-2026 16:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	15-11-2026 16:00:00
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	Bhilai Steel Plant
कार्यालय का नाम/Office Name	Materials Management
शिकायत निवारण के संपर्क विवरण/ Contact details of Grievance redressal	HOD Email id :mkkulkarni@sail.in Buyer Email id: arindam1@sail.in
कुल मात्रा/Total Quantity	2
वस्तु श्रेणी /Item Category	UPGRADATION-SHEAR KNIFE GRINDER MACHINE 57610401001452 , ERECT/INSTALL, TEST&COMMISSION 576104010000002
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	ERECT/INSTALL,TEST&COMMISSION
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Payment Gateway - Percentage Commission, Design, Supply, Installation, Commissioning and Maintenance of Grid Connected Roof Top Solar Power Plant Service, Management and Supply of ATM, Design, Supply, Installation, Commissioning and Maintenance of Grid Connected Ground Mounted Solar Power Plant Service, Supply, Installation and Commissioning of Liquid Medical Oxygen (LMO) Storage Tank and Supply of Liquid Medical Oxygen (LMO), Hiring of Vehicle Tracking Services, Testing Service for On-Board /Commissioned Equipment/ Instrument related to Plant, Competitive Test Preparation Service, Selection of Laboratories for Testing of Products/Material, Examination Service
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	• Fibre Optic Installation and Maintenance Tool Kit
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Relaxation for Years of Experience and Turnover	No

बिड विवरण/Bid Details	
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	OEM Authorization Certificate,Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	No
बिड 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	8
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	1
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	Yes
रिवर्स नीलामी योग्यता नियम/RA Qualification Rule	H1-Highest Priced Bid Elimination
क्रेता के लिए उपलब्ध आईटीसी/ITC available to buyer	Yes
बिड का प्रकार/Type of Bid	Two Packet Bid
प्राथमिक उत्पाद श्रेणी/Primary product category	UPGRADATION-SHEAR KNIFE GRINDER MACHINE 57610401001452
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
Payment Timelines	Payments shall be made to the Seller within **30** 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

बिड विवरण/Bid Details	
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 availabele 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/सेवा प्रदाता को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% / Purchase Preference to MSE OEMs/ Service Provider available upto price within L1+X%	15

सूक्ष्म और लघु उद्यम मूल उपकरण निर्माता/सेवा प्रदाता को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Percentage of Bid quantity/amount for MSE OEMs/ Service Provider Purchase preference	25

ट्रेड्स भुगतान संबंधी विवरण/TReDS Payment Details

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

1. 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 and its subsequent Orders/Notifications issued by concerned Ministry .Benefits of MSE will be allowed only if seller/service provider is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

2. **Purchase preference to Micro and Small Enterprises (MSEs):** Purchase preference will be given to MSEs having valid Udyam Certificate and whose credentials are validated online through Udyam Registration portal as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service, and Buyer will decide eligibility for purchase preference based on documentary evidence submitted in case of product bids, whereas in case of services the eligibility is automatically validated. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 25% (selected by Buyer) percentage of total quantity. The buyers are advised to refer the OM_No.1_4_2021_PPD_dated_18.05.2023 for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

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.

UPGRADATION-SHEAR KNIFE GRINDER MACHINE 57610401001452 (1 set)

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

तकनीकी विशिष्टियाँ /Technical Specifications

क्रेता विशिष्टि दस्तावेज़ /Buyer Specification Document	Download

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

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

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

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Ravi Kumar	490001,Room No. 302, 3rd Floor, Ispat Bhavan Bhilai Steel Plant Bhilai-490001	1	75

ERECT/INSTALL, TEST&COMMISSION 576104010000002 (1 set)

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

तकनीकी विशिष्टियाँ /Technical Specifications

क्रेता विशिष्टि दस्तावेज़ /Buyer Specification Document	Download

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

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

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

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Ravi Kumar	490001,Room No. 302, 3rd Floor, Ispat Bhavan Bhilai Steel Plant Bhilai-490001	1	255

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

1. **Scope of Supply**

   Scope of supply (Bid price to include all cost components) : Supply Installation Testing and Commissioning of Goods

2. **Buyer Added Bid Specific ATC**

   Buyer Added text based ATC clauses

PART -A

NOTE:

Price Evaluation will be done on overall one lot basis for both the items take n together. Successful bidder has to submit price break up for placement of SAP PO. Bidder may please mention delivery for supply separately in their t echnical bid.

ELIGIBILITY CRITERIA

I. FINANCIAL CAPABILITY:

The financial Turnover of the tenderer in any one of the last three Financial Year ending on 31st March 2026, exclusive of all taxes and duties shall not be less than should not be less than INR 35,53,200.0 0/-

In support of eligibility w.r.t. financial criteria, tenderers are required to submit self-attested copies of the audited Profit & Loss Account and Balance Sheet (bearing membership no. & Firm Regn. No. o f the chartered Accountant) for the last three financial years ending on 31.03.2026 viz. 2023-24, 20 24-25 & 2025-26. The documents shall bear Unique Document Identification Number (UDIN).

II. EXPERIENCE CRITERIA:

a) Tenderer should have successfully completed similar orders during any one of the last five years e nding last day of the month previous to the one in which tenders are invited, exclusive of all taxes and duties, should be either of the following:

i) One similar completed order valuing not less than the amount equal to INR 30,45,600.00/-

OR

ii) Two similar completed order valuing not less than the amount equal to INR 20,30,400.00/-

OR

iii) Three similar completed order valuing not less than the amount equal to INR 15,22,800.00/-

"Similar Order/Item" means Experience as a manufacturer / supplier / system integrator for the supply, installation, commissioning and upgradation / retrofitting / replacement of automation & drive systems for CNC based (3-axis or more) Milling / Grinding / Trimming / Turning / Lathe machines.

b) The experience should be from Govt. Organizations, PSUs or Public Limited Companies.

c) As documentary proof, tenderer shall furnish self-attested copies of:

(i) Purchase Orders AND

(ii) Corresponding Supply Invoices / GST Gate Pass / Completion Certificate / Performance Certificate

III. OTHER CRITERIA

1. **How to Prepare & Submit Bids:** Offers are to be necessarily prepared and submitted in two parts as detailed hereunder:

a. **Techno-commercial Bid:** The Tenderer must submit required documents to qualify eligibility criteria, Certificates, Forms & Annexure duly filled in and signed on GeM Portal only. Techno-commercial documents if any submitted in physical form along with EMD bid shall not be considered for evaluation.

b. **Part- 2: Price bid**: Tenderer shall be required to quote on per Set/EA basis (all-inclusive of freight, all taxes etc including GST) in GeM portal only.

2. SECURITY DEPOSIT:

Submission of Security Deposit: On acceptance of the offer/bid, the successful bidder shall submit Security Deposit of 3% of of the contract value of the PO (excluding taxes & duties), either in the form of Demand Draft / Pay Order / Banker's Cheque OR Bank Guarantee within the period of 30 days from the date of Purchase Order.

In case the supplier/contractor delays submission of Security Deposit / Performance Guarantee, a penalty of 0.2% of the original SD / PG amount per completed day of delay, limited to an amount not exceeding 5 % of the original SD / PG amount shall be applicable. Payment for executed portion of order/contract should only commence on submission of requisite SD/PG.

The stamp paper used for the Bank Guarantee shall be of the appropriate value and should be purchased on behalf of the issuing bank and issuance of amendment / extension of Bank Guarantee should also be made on stamp paper of appropriate value purchased in the name of the bank. Contact details and address of the issuing branch must be available in the bank guarantee.

Validity – Validity: Security Deposit (in the form of BG) should be valid for a period covering the contractual delivery period plus six months from last date of Delivery Period mentioned in the Purchase Order. However, the claim period of the BG will be 02 months, after expiry of the original validity of the Bank Guarantee.

Failure for submission of Security Deposit: Failure to submit Security Deposit within the period specified, will constitute a breach of the contract and Purchaser shall be entitled to forfeit the EMD and to take alternate procurement action at the risk and cost of the supplier.

Interest –No claim shall lie against SAIL BHILAI STEEL PLANT either in respect of interest on Security Deposit or depreciation in value.

Return of SD – On due performance and completion of the contract in all respects, Security Deposit shall be returned to the supplier without any interest.

5.0 All other commercial terms & conditions shall be as per SAIL P 1 (October 2023) **which is available at SAIL Tenders website https://sailtenders.co.in/**

SPECIAL TERMS & CONDITIONS:

i) The grinder machine should strictly be as detailed in clause no. 2.0 of TS (DOC NO.: BRM/GM(E)/2025/114-Rev-02,Date: 02.06.2026)

ii) SERVO DRIVE AND SERVO MOTORS shall be strictly as per the below

Makes/Manufacturer only:-

M/s SIEMENS LTD

M/s FANUC INDIA PRIVATE LIMITED

M/s FAGOR CONTROL SYSTEMS PVT LTD

M/s YASKAWA INDIA PRIVATE LIMITED

M/s ABB INDIA LTD

M/s SCHNEIDER ELECTRIC (I) LTD

(iii) Optical Linear scales shall be strictly as per the below

Makes/Manufacturer only:

i) HEIDENHAIN

ii)FAGOR

iii) FANUC

Offer having other than the above makes will be treated as rejected.

Bidders may please submit details of their offered material.

iii) In case of submission of offer by Bidders having authorization from the Manufacturers (as stated above), back-up guarantee for quality and workmanship of material will be certified by the manufacturer. This certificate is to be submitted along with the offer.

iv) Installation and Commissioning: Installation and Commissioning to be done by party.

PAYMENT TERMS:

a) For supply of the item (Schedule 1): 80 % of the payment will be released after receiving the material. Remaining 20 % of the payment ((Schedule 1) will be released against successful commissioning certificate to be issued by shop after successful installation, testing and commissioning of shear knife grinder as per compliance of clause no. 4.0 of attached TS.

b) For Schedule 2 (Erect ion/Testing/Commissioning) : 100% payment wil l be released against successful commissioning certificate to be issued by shop after successful testing and commissioning shear knife grinder as pe r compliance of clause no. 4.0 of attached TS..

OTHER COMMERCIAL TERMS & CONDITIONS

A. Bidder has to quote for full tendered quantity.

B. Payment Terms:

For Schedule 1 (UPGRADATION-SHEAR KNIFE GRINDER MACHINE):

80 % of the payment will be released after supply and acceptance of mate rial at BSP Stores. Remaining 20 % of the payment will be released agains t successful commissioning certificate to be issued by shop after successf ul installation, testing and commissioning of shear knife grinder as per co mpliance of clause no. 4.0 of PART B Technical Specification (BRM/GM(E)/ 2025/114-Rev-02, Date:02.06.2026)

For Schedule 2 (ERECT/INSTALL,TEST&COMMISSION):

100% payment will be released against successful commissioning certific ate to be issued by shop after successful testing and commissioning shea r knife grinder

C. Submission of offer against the current tender, will construe that vendors hav e understood and complied with the statutory provisions applicable for the CPSE ’s which inter-alia includes Make In India, MSE, Land Border, Start Up India etc. as per extant guidelines of GOI.

D. “It may be noted that **all post order activities (that is regularizing SAP orde r, material receipts & GRN, Bill processing and any other post order activity) shall be done outside GeM over SAIL BSP’s SAP.”**

E. Delivery Price Basis: FOR BSP STORES (all-inclusive of transportation, insurance, t axes etc.).

F. Price evaluation will be done on overall L1 basis only.

Following are other Commercial Terms and Conditions:

a. Tenderer has to indicate the applicable GST rate in their offer.
b. Delivery Price Basis: FOR Consignee Stores, Consignee Location (all-inclusive of transport ation, insurance, taxes etc. as applicable).
c. Prices shall remain firm till the completion of order where PVC clause is not applicable.
d. Rejection of bid / tender: In case any specific adverse report is received against a tenderer, as an information or upon enquiry made by SAIL, in respect of capabilities and performance of

the tenderer, after receipt of tender but before the opening of the Price Bids, the quotation / tender submitted by such tenderer is liable to be rejected.

e. Inspection: Inspection, if required may be carried out by the Purchaser or his authorized agent at destination, or at the Supplier's premises or at any other place as the Purchaser may deem fit as stipulated in the Contract during different stages of manufacturing including final Pre-dispatch inspection and accordingly Inspection Certificates shall be issued.
f. Notification by Supplier - In case of inspection at the Supplier's premises, notice in writing shall be sent by the Supplier, **15 days** in advance, to the Purchaser when the stores to be supplied are ready for inspection. In case of third party inspection, notice shall be given directly to the third party inspection agency under intimation to purchaser; all charges for third party inspection shall be borne by the Supplier unless specified otherwise.
g. Payment shall be released to the Supplier / Vendor / Contractors only after verification of GST Return in the form GSTR-2A. The Supplier / Vendor / Contractors must submit their GST Return in the GST Portal, before processing of their bills and payment by Bhilai Steel Plant. Accordingly, all the Suppliers / Vendors / Contractors are hereby informed for compliance of submission of GST Returns in respect of various kinds of supplies of goods and / or services covered under a Tax Invoice. Supplier must furnish / upload the necessary documents for availing of GST Input Tax Credit (ITC) as per GST Law.
h. Submission of offer against the current tender, will construe that vendors have understood and complied with the statutory provisions applicable for the CPSEs which inter-alia includes Make In India, MSE, Land Border, Start Up India etc. as per extant guidelines of GOI **and amendments thereof, if any.**
i. Other relevant conditions not mentioned here shall be as per General Terms and Conditions of Contracts for Purchase (SAIL- P1) (October 2023) which can be viewed / downloaded from https://sailtenders.co.in/ □ Information □ Standard Documents□ General Terms and Conditions of Contracts for Purchase (SAIL- P1).
j. SAIL reserves the right to verify any supporting document(s) submitted by a participating tenderer/bidder from its source (document issuing authority).

k. Tenderers to submit filled, sealed & signed copy of following Annexures (Annexures attached in the pdf file)

S.NO	Description	Annexure No.
1)	Acceptance of all Tender terms & conditions	Annexure 1
2)	Format for Declaration to be given by a Make In India Supplier to be submitted on the Letter head of the Tenderer	Annexure 2
3)	FORMAT FOR UNDERTAKING	Annexure 3
4)	Modalities of carrying out Activity part_(Installation/Erection/ Testing/ Commissioning)	Annexure-4

.

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

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

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

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

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

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

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

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

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

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

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

---धन्यवाद/Thank You---