

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	07-06-2024 15:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	07-06-2024 15:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	180 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Steel
Department Name/विभाग का नाम	Steel Authority Of India Limited
Organisation Name/संगठन का नाम	Bokaro Steel Plant
Office Name/कार्यालय का नाम	Bslp61
Total Quantity/कुल मात्रा	12000
Item Category/मद केटेगरी	COMPOUND, AFFF F/FIRE FIGHTING, TYPE: 3
MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट	No
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),OEM Authorization Certificate,Additional Doc 1 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	Yes
RA Qualification Rule	H1-Highest Priced Bid Elimination
ITC available to buyer/क्रेता के लिए उपलब्ध आईटीसी	Yes
Type of Bid/बिड का प्रकार	Two Packet Bid
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days
Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No

Bid Details/बिड विवरण	
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation

EMD Detail/ईएमडी विवरण

Required/आवश्यकता	No
-------------------	----

ePBG Detail/ईपीबीजी विवरण

Required/आवश्यकता	No
-------------------	----

Splitting/विभाजन

Bid splitting not applied/बोली विभाजन लागू नहीं किया गया.

MII Purchase Preference/एमआईआई खरीद वरीयता

MII Purchase Preference/एमआईआई खरीद वरीयता	Yes
--	-----

MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
---	-----

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 to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs 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 the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. 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. 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 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.

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:

- If number of technically qualified bidders are only 2 or 3.
- If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.
- In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
- 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
- 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

COMPOUND, AFFF F/FIRE FIGHTING, TYPE: 3 (12000 liter)

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

Technical Specifications/तकनीकी विशिष्टियाँ

Buyer Specification Document/क्रेता विशिष्टि दस्तावेज़	Download
--	--------------------------

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

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

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

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Mahendra Singh	827001,DGM(Stores), Stores Department, Steel Gate, Gate No.-9, Bokaro Steel Plant, Bokaro Steel City-827001, Jharkhand	12000	90

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

1. 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 %.

2. 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.

3. 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

4. Generic

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

5. 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):

As per QAP/Inspection Plan

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

6. Inspection

Pre-dispatch inspection at Seller premises (Fee/Charges to be borne by the BUYER):Before dispatch, the goods will be inspected by Buyer / Consignee or their Authorized Representative or by Nominated External Inspection Agency (independently or jointly with Buyer or Consignee as decided by the Buyer) at Seller premises (or at designated place for inspection as declared / communicated by the seller) for their compliance to the contract specifications. Fee/Charges taken by the External inspection Agency and any external laboratories testing charges shall be borne by the Buyer. For in-house testing, the Sellers will provide necessary facilities free of cost. Seller shall notify the Buyer through e-mail about readiness of goods for pre-dispatch inspection and Buyer will notify the Seller about the Authorized Representative/ Nominated External Inspection Agency and the date for testing. The goods would be dispatched to consignee only after clearance in pre-dispatch inspection. Consignee's right of rejection as per GTC in respect of the goods finally received at his location shall in no way be limited or waived by reason of the goods having previously been inspected, tested and passed by Buyer/ Consignee or its Nominated External Inspection Agency prior to the goods' shipment. While bidding, the sellers should take into account 7 days for inspection from the date of email offering the goods for inspection. Any delay in inspection beyond 7 days shall be on the part of the buyer and shall be regularised without Liquidated Damages.

When there is requirement of submission the advance sample, the seller shall inform the buyer promptly through emails about the date of submission of sample to the buyer nominated Inspection agency.

7. Scope of Supply

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

8. Buyer Added Bid Specific ATC

A. ELIGIBILITY CRITERIA:

ELIGIBILITY CRITERIA FOR COMPOUND, AFF F/FIRE FIGHTING,TYPE:3

SI No. CONTENTS

1. 1.1 Only Indigenous manufacturers are eligible to quote. The tenderer shall submit ISO certificate/ the certificate from any Govt/ Govt authorized agency to show that the bidder is a manufacturer of the similar category of items.

1.2 The intending tenderer shall submit copies of the purchase orders & excise invoices in support of supply of similar item successfully completed by them to any of the following organization during last seven years from Bid invitation date

- Govt Organization
- PSU
- Public Ltd. Company
- Joint venture company where at least one partner is Govt Organization or PSU

1.3 In support of successful completion of purchase orders mentioned & submitted by the tenderer as required in 1.1 they shall submit performance certificate from the purchaser or submit a self-attested declaration that the item's supplied against above purchase orders has no adverse report and from the purchaser as on Bid submission date and the above purchase orders is a regular order, not a trial order.

1.4 In case the supply is completed indirectly, then the tenderer has to submit relevant documents to establish that the end user of the item supplied against the above purchase order is amongst the four types of organizations as mentioned above at 1.2.

2. 2.1 The tenderer shall submit audited annual balance sheet for any consecutive three of last four years from the Bid invitation date. The average annual turnover of the firm for any consecutive three of last four years should be equal to or more than Rs. 11,70,000/- to be considered eligible.

2.2 Firms who have started business since last two years, the turnover requirement, in place of 2.1, will be as under.

Case-1

If turnover value is in increasing trend then average of the two Turn Over values must be equal to or more than Rs. 11,70,000/- to be considered eligible.

Case-2

If turn over value is in decreasing trend then lower of the two Turn Over value s must be equal to or more than Rs. 11,70,000/-to be considered eligible.

2.3 firms who have started business since last one year only, the turnover requirement in place of 2.1 shall be:

50% of the turn over value must be equal to or more than Rs. 11,70,000/-to be considered eligible.

3. 3.1 The tenderer is required to submit self-attested photocopies of documents in support of their eligibility and experience along with the techno-commercial bid, in addition ,bidder shall submit an affidavit in enclosed format (Annexure-A) declaring that the documents submitted by them are genuine.

4. 4.1 BSL reserves the right to call for original documents for verification at any time during tendering, Evaluation and/or the execution of the contract; in case of any documents/information submitted by bidder(S) found to be false or containing any misrepresentation of having any fraudulent declaration in it then in such eventuality legal action (including cancellation of contract, banning of business dealing ,damages, criminal proceedings etc.) as deemed fit may be initiated by BSL against the bidder.

B. KINDLY SUBMIT THE FOLLOWING DOCUMENTS ALONG WITH BID.

Declaration by the Tenderer:

By participation in this tender the Bidder / Tenderer is deemed to have solemnly affirmed / certified / declared / warranted / undertaken / understood the following:

A. Non-collusion:

I. That their bid was developed genuinely, independently and made with the intention to accept the Contract if awarded;

II. That their bid was not prepared with any agreement, arrangement, communication, understanding, promise or 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,

III. That they will not, prior to the award of the Contract, enter into or engage in any of the foregoing.

This para is not applicable to Agreements, arrangements, communications, understandings, promises or undertakings with:

- a. the Plants/ Units, Steel Authority of India Limited
- b. a joint venture partner, where joint venture agreements, arrangements, relevant to the bid exist and which are notified to Steel Authority of India Limited;
- 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.

B. That they have duly disclosed all intended sub-contracting arrangements relating to the Tender and will continue to disclose such arrangements to the Plants/ Units after the Contract is awarded.

C. Authenticity of documents

- i. That they have carefully read the contents of the tender
- ii. They have not made any misleading or false representation anywhere in the tender submitted including annexures thereto
- iii. That they understand that their offer will be evaluated based on the documents / credentials submitted along with the offer and the same shall be binding upon them
- iv. That the information and documents submitted by them along with the tender documents are complete and correct and they are fully responsible for authenticity and correctness of information and documents submitted
- v. That at any time during the process for evaluations of tenders, if any information / document submitted by them is 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 SAIL and initiating any legal action as deemed fit by SAIL. Further, that their offer shall be summarily rejected.
- vi. That at any time after award of the contract, if the certificates submitted by them 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 SAIL and initiating any legal action as deemed fit by SAIL

D. Anti-Bribery: That they shall not give or take, any financial or non-financial bribe, to or from anyone during the tender or during the execution of the contract thereafter and if they notice any such incident happening, they shall report it to SAIL Vigilance.

In case of non-compliance of above (PARA A, B, C & D), SAIL may at its discretion, invalidate their bid, exclude them from future tenders, pursue damages or other forms of redress from them (including but not limited to damages for delay, costs and expenses of re-tendering and other costs incurred), and /or (in the event that they are Awarded the Contract) terminate the Contract.

E. The Tenderer shall be required to declare whether the proprietor or any partner of the firm or Director of their company as the case may be has any relation with any employee working with the Purchaser and if so, give the name of the employee and the relationship and also whether any of them has a relationship within the meaning of Section 6 of the Companies Act, 2013 with any of the Directors of Steel Authority of India Limited.

C. KINDLY CONFIRM THE FOLLOWING TERMS & CONDITIONS;

- (A) TERMS OF DELIVERY - FOR BSL STORE.
- (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
- (F) DELIVERY may be completed upto 30.06.2024.
- (G) The bidder should have the manufacturing facility and adequate testing /quality assurance facility of Foam Compound. The list of the necessary machinery / Equipment for manufacturing & testing of Foam Compound shall be submitted along with bid.
- (H) PRE-DISPATCH INSPECTION AT FACTORY PREMISES OF SUPPLIER SHALL BE CARRIED OUT JOINTLY BY REPRESENTATIVES OF FIRE SERVICE AND MM-I&P DEPARTMENT OR THEIR DESIGNATED AGENCY.
- (I) Inspection Plan 10000264.

D. Unloading Responsibility: BSL

E. SHIPPING ADDRESS:

DGM(Stores) Stores Department, Steel Gate, GateNo-9, Bokaro Steel Plant Bokaro Steel City, Jharkhand Pin-827001

F. Security Deposit: In the event of placement of order, the successful tenderers shall furnish security deposit to **the extent of 3% (three percent) of the value of order (PO value) within 21 (Twenty One) days**, either in the form of demand draft favoring SAIL/Bokaro Steel Plant and payable at Bokaro Steel City

OR

In the form of bank guarantee from any scheduled bank except Cooperative and Gramin bank in India, which must be kept valid for a period covering the contractual delivery period plus six months for lodging claims, if any and the BG shall be operable from Bokaro Steel City Branch of the bank

OR

The **total 3% of PO value** shall be withheld from their initial bills as Security Deposit. The Security Deposit shall be released after successful execution of order. However, PSU firms are exempted from Security Deposit clause.

ANNEXURE – A

AFFIDAVIT

I _____ son/daughter of Sri _____ Aged _____ years, resident of

_____, PS _____ District _____ State _____ do solemnly affirm that :

(i) I am _____ (designation/authority)
in M/s. _____ (Name of firm/company)

(ii) I confirm that all documents submitted against Enquiry No. _____ dt _____ in support of eligibility criteria are genuine.

2. I undertake to produce all documents in original for verification as and when asked for the same by BSL.

<p>Solemnly affirmed and declared before me by the Deponent(s) who is/are identified by</p> <p>_____</p>	<p>The declarations made herein above are true to the best of our knowledge, information and belief.</p> <p>Signed at _____ on _____</p> <p>Deponent(s)</p>
--	---

PROFORMA OF BANK GUARANTEE FOR SECURITY DEPOSIT BOND

(To be executed on non judicial stamp paper of Rs.100/- to be purchased in the name of the issuing bank.)

TO

STEEL AUTHORITY OF INDIA LIMITED

BOKARO STEEL PLANT

ISPAT BHAWAN

Bank Guarantee No:

Date:

LETTER OF GUARANTEE

1. WHEREAS < Name of the firm > (hereinafter referred to as the SELLER) and M / S STEEL AUTHORITY OF INDIA LIMITED (Hereinafter referred to as the PURCHASER) have entered in to a contract vide purchase order no: _____ Dated _____ (hereinafter called the said contract) for supply of _____ (hereinafter referred to as the material) to the PURCHASER.

2. WE, (Name of the bank.....) at the request of the SELLER, do hereby undertake and indemnify and keep indemnified the PURCHASER to the extent of Rs. _____ or USD..... (3% of the purchase order value i.e. Rs. _____ only) against non supply /any loss or damage may be caused to or suffered by the PURCHASER , by reason or any breach by the SELLER of any of the terms and conditions of the said CONTRACT and / or in the performance of the said purchase order by the SELLER. We agree that the decision of the PURCHASER , as to whether any breach of any of the terms and conditions of the said CONTRACT or in the performance thereof has been committed by the SELLER and the amount of loss or damage that has been caused to or suffered by the PURCHASER shall be final and binding on us and the amount of the said loss or damage shall be paid by us forthwith to the PURCHASER on demand and without protest or demur.

3. WE, (Name of the bank.....) , hereby further agree that the guarantee herein contained shall remain in full force and perfect during the period that would be taken for satisfactory performance and fulfillment in all respects of the said CONTRACT and that it shall continue to be enforceable for (a) Six months after the date of completion of supply of the said CONTRACT or (b) in the event of dispute(s) between the PURCHASER and the SELLER, until such period(s) the dispute(s) is settled fully, whichever date is the latest , and that if any claim accrues or arises us, (name of the bank) by virtue of this guarantee before the dates referred to hereinabove, whichever date is the latest, provided that notice of any such claim has been given by the PURCHASER before the dates referred to hereinabove, as the case may be, payment under this LETTER OF GUARANTEE shall be made promptly upon our receiving the notice to that effect from the PURCHASER in demand and without protest or demur.

4. It is fully understood that this guarantee shall become effective from the date of said CONTRACT and that we (name of the bank.....), undertake not to revoke this guarantee during its currency without the prior written consent of the PURCHASER.

5. We, (Name of the bank.....), hereby further agree that the PURCHASER shall have the fullest liberty, without affecting in any manner our obligations hereunder, to vary any of the terms and conditions of the CONTRACT by the SELLER from time to time or to postpone for any time or from time to time any of the powers, exercisable by the PURCHASER against the SELLER and to forbear or to enforce any of the terms and conditions relating to the said CONTRACT and WE, (Name of the bank.....), shall not be released from our liability under the guarantee by reason of any such variation or extension , being granted to the SELLER or any forbearance and / or omission on the part of the PURCHASER or any indulgence by the PURCHASER or by any other matter or thing whatsoever which under the law relating to the sureties would, but for the provision, have the effect of so releasing us from our liability under this guarantee.

6. WE, (Name of the bank.....) , hereby further agree that the guarantee herein contained is initially valid up to _____ and that the same shall be extended further according to the provisions contained hereinabove.

7. WE, (Name of the bank.....), hereby further agree that the guarantee herein contained can be operable from our Bokaro Steel City branch and shall not be effected by any change in the constitution of the SELLER and / or PURCHASER.

FOR AND ON BEHALF OF (NAME OF THE BANK.....)

SIGNATURE:

NAME:

DULY CONSTITUTED ATTORNEY & AUTHORISED SIGNATORY:

DESIGNATION WITH SEAL:

[NB: Bank Guarantee has to be submitted from Any scheduled bank except Cooperative and Gramin Bank .]

-

-

-

-

Appendix - I

Bid-Securing Declaration

(In lieu of EMD)

Date: *[insert date (as day, month and year)]*

Bid No.: *[insert number of bidding process]*

Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: *[insert complete name of Public Body]*

I/We*, the undersigned, declare that:

I/We* understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration in lieu of Earnest Money Deposit.

I/We understand that if I/We withdraw or modify our Bids during the period of validity, or if I/We are awarded the contract and I/We fail to sign the contract, or to submit a performance security before the deadline defined in the request for bids document, I/We will be suspended for the period of one year from being eligible to submit Bids for all future contracts.

I/We* understand this Bid Securing Declaration shall cease to be valid if I am/we are* not the successful Bidder upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our* Bid.

Signed: *[insert signature of person whose name and capacity are shown]* In the capacity of *[insert legal capacity of person signing the Bid Securing Declaration]*

Name: *[insert complete name of person signing the Bid Securing Declaration]*

Duly authorized to sign the bid for and on behalf of: *[insert complete name of Bidder]*

Dated on _____ day of _____, _____ *[insert date of signing]*

Corporate Seal (where appropriate)

[Note: In case of a Joint Venture, the Bid Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid.]

***Please delete as appropriate**

.

9. Buyer Added Bid Specific ATC

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

10. Generic

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

Disclaimer/अस्वीकरण

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.

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.

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

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./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।

---Thank You/धन्यवाद---