



Bid Number/बोली क्रमांक (बिड संख्या):

GEM/2024/B/4947094

Dated/दिनांक : 23-05-2024

Bid Document/ बिड दस्तावेज़

| Bid Details/बिड विवरण | |
|--|---|
| Bid End Date/Time/बिड बंद होने की तारीख/समय | 07-06-2024 11:00:00 |
| Bid Opening Date/Time/बिड खुलने की तारीख/समय | 07-06-2024 11:30:00 |
| Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से) | 90 (Days) |
| Ministry/State Name/मंत्रालय/राज्य का नाम | Ministry Of Steel |
| Department Name/विभाग का नाम | Rashtriya Ispat Nigam Limited |
| Organisation Name/संगठन का नाम | Rashtriya Ispat Nigam Limited |
| Office Name/कार्यालय का नाम | Visakhapatnam Steel Plant |
| Total Quantity/कुल मात्रा | 400 |
| Item Category/मद केटगरी | CERAMIC FIBRE PACKING, 25 MM, ITEM 2, 3300021011, MATERIAL: ZIRCONIA , CERAMIC FIBRE PACKING, ELLIPTICAL, PKG, CERAMIC, 25 MM, ITEM 1, 3300021011 |
| 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 |
| Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया | No |
| Type of Bid/बिड का प्रकार | Single Packet Bid |
| Primary product category | CERAMIC FIBRE PACKING, 25 MM, ITEM 2, 3300021011, MATERIAL: ZIRCONIA |
| 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 |
| 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 67%(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.

CERAMIC FIBRE PACKING, 25 MM, ITEM 2, 3300021011, MATERIAL: ZIRCONIA (200 pieces)

(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 |
|---|--------------------------|

Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

| | |
|------------------|----------------------|
| DrawingDocument1 | View |
|------------------|----------------------|

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 | Sudhanshu Shekhar Nayak | 530031,CENTRAL STORES BUILDING VISAKHAPATNAM STEEL PLANT | 200 | 45 |

CERAMIC FIBRE PACKING, ELLIPTICAL, PKG, CERAMIC, 25 MM, ITEM 1, 3300021011 (200 pieces)

(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 |
|---|--------------------------|

Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

| | |
|------------------|----------------------|
| DrawingDocument1 | View |
|------------------|----------------------|

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 | Sudhanshu Shekhar Nayak | 530031,CENTRAL STORES BUILDING VISAKHAPATNAM STEEL PLANT | 200 | 45 |

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

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 by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

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. Scope of Supply

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

4. 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.

5. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

(ADDITIONAL TERMS & CONDITIONS) FOR GEM BID No. GEM/2024/B/4947094

1. Material: Ceramic fibre Gasket for Tuyere Stock BF 1 and 2 (02 Items)

1.1 3034291 PKG,CERAMIC,25 MM,ITEM 1,3300021011

Qty. 200 Nos.

Detail Technical Specification

PACKING/Jointing

1. PRODUCT NAME : PACKING
2. TYPE : ELLIPTICAL
3. MATERIAL : ZIRCONIA CERAMIC FIBRE
4. MATERIAL,PROPERTY : AS PER DRAWING 3300021011
5. THICKNESS : 25 MM
6. SIZE : AS PER ITEM 1, DWG:3300021011
7. COLOUR : WHITE
8. BULK DENSITY : 128 KG/M3
9. TEMPERATURE : 1400
10. LINEAR SHRINKAGE (%) 24 HRS SOAK: 3.3 MAX
11. THERMAL CONDUCTIVITY AT 600 DEG C W/MK: 0.12 TO 0.15

SPECIAL INSTRUCTIONS:

1. TYPICAL CHEMICAL ANALYSIS (WT.%) OF THE PACKING

AL₂O₃ 30 - 34

SiO₂ 50 - 54

ZRO2 14 - 18

FE2O3 < 0.1

TIO2 < 0.3

LEACHABLE CHLORIDES, PPM < 10

2. TEST CERTIFICATE SHALL BE SUBMITTED.

1.2 3034292 PKG,CERAMIC,25 MM,ITEM 2,3300021011 Qty.- 200 Nos.

Detail Technical Specification

PACKING/JOINTING

1. PRODUCT NAME : PACKING
2. TYPE : CIRCULAR
3. MATERIAL : ZIRCONIA CERAMIC FIBRE
4. MATERIAL,PROPERTY : AS PER DRAWING 3300021011
5. THICKNESS : 25 MM
6. SIZE : AS PER ITEM 2, DWG:3300021011
7. COLOUR : WHITE
8. BULK DENSITY : 128 KG/M3
9. TEMPERATURE : 1400
10. LINEAR SHRINKAGE (%) 24 HRS SOAK: 3.3 MAX

11. THERMAL CONDUCTIVITY AT 600 DEG C W/MK: 0.12 TO 0.15

SPECIAL INSTRUCTIONS:

1. TYPICAL CHEMICAL ANALYSIS (WT.%) OF THE PACKING

AL₂O₃ 30 - 34

SiO₂ 50 - 54

ZrO₂ 14 - 18

Fe₂O₃ < 0.1

TiO₂ < 0.3

LEACHABLE CHLORIDES, PPM < 10

2. TEST CERTIFICATE SHALL BE SUBMITTED.

2. **Specification:** As mentioned above.
3. **Packing:** Material shall be packed as per ISI standard.
4. **Test Certificate:** Supplier shall submit 'Material Test Certificate' from Government / 'Government approved' laboratories, or NABL accredited Lab or own lab in case of ISO certified manufacturer, for each consignment / lot.
5. **Inspection:** Pre-Despatch Inspection of the material shall be carried out by VSP's Authorized Agency at the supplier's premise.
6. **Delivery Schedule:** As per Bid Document. However, RINL-VSP reserves the right to revise the delivery schedules, depending on VSP's production requirements and storage capacity, without any change in price, terms and conditions of PO.
7. RINL reserves the right to negotiate with the tenderers without prejudice to their quoted price.
8. **Number of Sources: 01 (One)**

The intended Number of Sources is 'ONE'. The bid quantity may be split in two sources as per the MII and MSE policy of buyer; subject to Purchase Preference to eligible MSEs and Make-In-India suppliers; subject to matching L1 price by any of the tenderers from L2 onwards in the order of ranking. If none of the L2 tenderers onwards matches the L1 price, then full tendered quantity may be ordered on the L1 tenderer.

9. Public Procurement (Preference to Make in India):

Eligibility of Class-I Local Supplier / Class-II Local Supplier / Non-local Suppliers, Purchase Preference, applicability in tenders, Minimum Local content, verification of local content, and related provisions etc shall be as per Order No. P-45021/2/2017-PP (BE-II) dtd. 16.09.2020 from Department for Promotion of Industry and Internal Trade (Public Procurement Section), Ministry of Commerce and Industry, Government of India.

For the purpose of this Bid, the Order of preference (Public Procurement Policy (PPP) & Make in India (MII)) is as under:

- a) Local MSEs - Till the total quantity on Local MSEs equals or exceeds 67%.
- b) AIMSEs - Till the total quantity on AIMSEs (including Local MSEs) equals or exceeds 33%.
- c) MII Class 1 Local Suppliers - Till the total quantity on Class 1 Suppliers equals or exceeds 50%
- d) Others (including MSEs/Non MSEs/ MII/ non MII) in the order of ranking

In case the quantity offered to Local MSE(s) as per distribution table do(es) not match the L-1 LNIP price, the quantity will be offered to eligible AIMSE; if either of eligible Local MSE or AIMSE do(es) not match the L-1 LNIP price, the quantity will be offered to eligible MII Class 1 Local Supplier. In case none of the above matches the L-1 LNIP price, the quantity will be offered to others in order of their ranking.

10. **Price Firmness:** Price shall be quoted in **Rs. per KG** for supply on **"FOR VSP Stores" basis** (inclusive of Material price, Freight, transit insurance, taxes / GST, etc.) and the price finalized shall remain firm till completion of supplies.

"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."

11. Notwithstanding anything specified in this Tender Document, RINL at its sole discretion, unconditionally and without having to assign any reason, reserves to itself the right:

- a) To accept or reject the lowest priced tender or any other tender or all the tenders;
- b) To accept any tender in full or in part quantity;
- c) To reject the offers not conforming to the tender terms and
- d) To accord Purchase preference to Public Sector Undertakings wherever applicable as per Government policy/ Guidelines.

- e) To extend purchase preference to Local & Non-Local SSIs / MSEs (Micro and Small Enterprises), subject to submission of documents as stipulated.

12. Terms Of Payment:

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).

Payment shall be made 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.

- 13. EMD and Performance Guarantee Bond:** Not required as offers would be accepted only from the vendors, who are registered with RINL under Purchase Material Group: 67/071 for the subject tendered item only.

14. 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. 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 acceptance and payment.

- 16. Liquidated Damages:** Shall be as per GeM GTC clause no. **15. (iii)** with following addition/modification:

"subject to a maximum of **10% of value of such consignments, excluding Taxes**. For levy of LD in case of late delivery, date of receipt of material by RINL-VSP Stores along with necessary documents shall be considered as date of delivery, subject to acceptance of material by RINL-VSP after inspection."

- 17. Establishment of Credibility of Non-Enlisted/Non-Assessed Vendors:** The subject tendered item is used in critical areas of Steel Plant and, so, offers would be accepted only from the vendors, who are registered with RINL in Purchase Material Group: 67/008 for the subject tender item only. The offer from outside / unregistered vendor is liable for rejection.

18. Documents To Be Uploaded: by the bidder/seller during bid participation in GeM:

- i) This Bid Document, Specification & Drawing, Corrigendum if any, duly signed and stamped by bidder on all pages, confirming acceptance.
- ii) Bidders must select the MSE option to claim MSE benefits while submitting the offer on GeM itself and upload their Udyam Registration for same/similar category of item(s) as per terms & conditions of this Bid.
- iii) Self declaration for Local Content as per Make In India (MII) policy.

iv) Authorization Certificate from original manufacturer, duly signed, to be submitted by traders in prescribed format mentioned above.

19. **Guarantee:** 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.

20. **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. **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.

22. **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 SELLER 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.

23. **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".

24. **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

f 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.

25. **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.
26. **All other terms and conditions shall be as per 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 à Tenders à MM à 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.
27. 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.
28. This Bid ATC supplements/supersedes GeM GTC.
29. Illustration for Quantity Distribution:

| Sl. No | No of sources required | 2 (Two) |
|--------|---|-----------------------------|
| 1.1 | Where L1 is Local MSE & MII Cls1 | 2/3 - L1 Local MSE&MII Cls1 |
| | | 1/3 - Others |
| | | |
| 1.2 | Where L1 is Local MSE & Non MII Cls1 | 2/3 - L1 Local MSE |
| | | 1/3 - MII Cls1 |

| | | |
|-----|---|--|
| 2.1 | Where L1 is AIMSE & MII Cls1 | |
| | A | In case there is/are eligible Local MSE/s |
| | | 2/3 - Local MSE |
| | B | In case there is no eligible Local MSE |
| | | 1/3 - L1 AIMSE & MII Cls1 |
| | | 2/3 - L1 AIMSE & MII Cls1 |
| | | 1/3 - Others |
| 2.2 | Where L1 is AIMSE & Non MII Cls1 | |
| | A | In case there is/are eligible Local MSE/s |
| | | 2/3 - Local MSE |
| | B | In case there is no eligible Local MSE |
| | | 1/3 - L1 AIMSE |
| | | 2/3 -L1 AIMSE |
| | | 1/3 - MII Cls1 |
| 3 | Where L1 is MII Cls1 & Non MSE | |
| | A | In case there is/are eligible Local MSE/s |
| | | 2/3 - Local MSE |
| | B | In case there is no eligible Local MSE but there is/are eligible AIMSE/s |
| | | 1/3 - L1 MII Cls1 & Non MSE |
| | C | In case there is no eligible Local MSE or AIMSE |
| | | 2/3 - L1 MII Cls1 & Non MSE |
| | | 1/3 - AIMSE |
| | | 1/3 - Others |
| 4 | Where L1 is Non-MSE & Non MII Cls1 | |
| | A | In case there is/are eligible Local MSE/s |
| | | 2/3 - Local MSE |
| | B | In case there is no eligible Local MSE but there is/are eligible AIMSE/s |
| | | 1/3 - L1 Non-MSE & Non MII Cls1 |
| | | 2/3 - L1 Non-MSE & Non MII Cls1 |
| | | 1/3 - AIMSE |

| | | | |
|--|---|--|--------------------------------|
| | C | In case there is no eligible Local MSE or AIMS E | 1/2 -L1 Non-MSE & Non MII Cls1 |
| | | | 1/2 - MII Cls1 |

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---