

बिड दस्तावेज़ / Bid Document

बिड विवरण / Bid Details	
बिड बंद होने की तारीख/समय / Bid End Date/Time	05-03-2026 16:00:00
बिड खुलने की तारीख/समय / Bid Opening Date/Time	05-03-2026 16:30:00
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	lisco Steel Plant
कार्यालय का नाम / Office Name	Materials Management Dept lisco Steel Plant
कुल मात्रा / Total Quantity	180
वस्तु श्रेणी / Item Category	1. SUPPORT FOR WB COOLING ELEMENT MOD 3796 , 2. SL FOR WB COOLING ELEMENT MOD 3795
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	2. SUPPORT FOR WATER BOX COOLING ELEMENT BASE PL SIDE AS PER MOD- 3795
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Category not available on GeM for the text string uploaded by
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	<ul style="list-style-type: none"> Fabricated PVC-U Fittings for Portable Water Supplies conforming to IS 10124 (Part 1) Carbon Steel Forgings For General Engineering Purpose Tool Kit for Locks and Hardware - ODOP UP Gov. (Aligarh, Etta, Hathras)
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / MSE Relaxation for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Relaxation for Years of Experience and Turnover	No
विक्रेता से मांगे गए दस्तावेज़ / Document required from seller	Certificate (Requested in ATC), Additional Doc 1 (Requested) *In case any bidder is seeking exemption from Experience and 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 में नू है / Do you want to show documents uploaded by bidders to all bidders participated in bid?	No

बिड विवरण/Bid Details	
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	7
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	1. SUPPORT FOR WB COOLING ELEMENT MOD 3796
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 Days
निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
मूल्यांकन पद्धति/Evaluation Method	Item wise evaluation
मध्यस्थता खंड/Arbitration Clause	Yes (Arbitration clause document) as per DoE OM No.F.1/2 PPD dated 03.06.2024 Arbitration should not be routinely in contracts
सुलह खंड/Mediation Clause	Yes (Mediation clause document) as per DoE OM No.F.1/2, dated 03.06.2024 mediation clause should not be routinely in contracts and pre-litigation mediation can be taken up if any such clause also

ईएमडी विवरण/EMD Detail

आवश्यकता/Required	No
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ईपीबीजी विवरण /ePBG Detail

आवश्यकता/Required	No
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बोली विभाजन लागू नहीं किया गया/ Bid splitting not applied.

एमआईआई खरीद वरीयता / MII Purchase Preference

एमआईआई खरीद वरीयता / MII Purchase Preference	Yes
मेक इन इंडिया विक्रेताओं को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% तक की सीमा में है / Purchase Preference to MII sellers available upto price within L1+X%	20
मेक इन इंडिया खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MII purchase preference	50
सार्वजनिक खरीद (मेक-इन-इंडिया को प्राथमिकता) आदेश 2017 के अनुसार केवल क्लास 1/क्लास 2 के स्थानीय आपूर्तिकर्ताओं को ही भागीदारी की अनुमति है दिनांक 16.09.2020 (समय-समय पर संशोधित एवं लागू) / Allow participation only from Class 1/Class 2 local suppliers as per the Public procurement(Preference to Make-in-india) order 2017 date 16.09.2020(as amended and applicable time to time)	Yes, in compliance with the MII ORDER : DPIIT Order(as an and applicable time to time)

एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% तक की सीमा में हो / Purchase Preference to MSE OEMs available upto price within L1+X%	15
सूक्ष्म और लघु उद्यम को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MSE purchase preference	25

1. Preference to Make In India products (For bids < 200 Crore):Preference shall be given to Class 1 local supplier as per 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 be given to 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 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 auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than 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 Concurrence application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

2. Purchase preference will be given to MSEs having valid Udyam Registration and whose credentials are validated through Udyam Registration portal as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order 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 of the offered product on GeM. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service and Buyer will grant eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid. If L-1 is not available

MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded (selected by Buyer) percentage of total quantity. The buyers are advised to refer the OM No. F.1/4/2021-PPD dated 1 [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for 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 documents submitted.

3. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. This is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

4. 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

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.

मूल्यांकन विधि(मदवार मूल्यांकन विधि) / Evaluation Method (Item Wise Evaluation Method)

Contract will be awarded schedulewise and the determination of L1 will be done separately for each schedule. The different item-consignee combination covered under each schedule are as under:

मूल्यांकन अनुसूचियां / Evaluation Schedules	वस्तु/श्रेणी / Item/Category	मात्रा / Quantity
Schedule 1	1. Support For Wb Cooling Element Mod 3796	90
Schedule 2	2. Support For Wb Cooling Element Mod 3795	90

1. SUPPORT FOR WB COOLING ELEMENT MOD 3796 (90 pieces)

(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
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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/Deliv
1	Binoda Kumar Behera	713325,Materials Management Dept. IISCO Steel Plant Burnpur	90	90

2. SUPPORT FOR WB COOLING ELEMENT MOD 3795 (90 pieces)

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

तकनीकी विशिष्टियाँ /Technical Specifications

क्रेता विशिष्टि दस्तावेज़ /Buyer Specification Document	Download
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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/Deliv
1	Binoda Kumar Behera	713325,Materials Management Dept. IISCO Steel Plant Burnpur	90	90

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

1. Generic

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

2. Generic

Bidder shall submit the following documents along with their bid for Vendor Code Creation:

- Copy of PAN Card.
- Copy of GSTIN.
- Copy of Cancelled Cheque.

d. Copy of EFT Mandate duly certified by Bank.

3. **Generic**

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

4. **Inspection**

Nominated Inspection Agency: On behalf of the Buyer organization, any one of the following Inspection Agencies will be conducting inspection of stores before acceptance:

Pre-dispatch Inspection at Seller Premises (applicable only if pre-dispatch inspection clause has been selected)

NA

Post Receipt Inspection at consignee site before acceptance of stores:

SAIL-ISP BURNPUR

5. **Scope of Supply**

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

6. **Certificates**

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid ATC and Corrigendum if any.

7. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

GEM ATC

Item:-1 - SUPPORT FOR WB COOLING ELEMENT MOD 3796

Item Description: SUPPORT FOR WATER BOX COOLING ELEMENT BASE PLATE ON LEFT SIDE AS PER MOD- 3796

Quantity: 90 Each

Item:-2 - SUPPORT FOR WB COOLING ELEMENT MOD 3795

Item Description: SUPPORT FOR WATER BOX COOLING ELEMENT BASE PLATE ON RIGHT SIDE AS PER MOD- 3795

Quantity: 90 Each

Special terms and conditions:

1. Inspection terms conditions:

a. Venue/ agency of inspection: ISP Stores/Jointly (User Department & Ins n Cell of ISP)

b. Inspection terms and conditions: Conformity to Supply specifications; 1 terms and conditions.

c. Inspection documents: Material test certificate (from NABL certified lab) and Warranty/Guarantee Certificate to Accompany Supply.

2. Other Terms and Conditions as per GeM GTC/ATC and Special Terms & ions in case of processing in GeM.

Delivery period within 90 days.

Note:- 1. Please read above instruction carefully.

2. Kindly look into ANNEXTURE-S and Fill the same mandatorily.

3. Please read eligibility criterion carefully and submit documents accor gainst all points mentioned in Eligibility criteria. If documents as per Elig riteria not found your offer will be liable for Rejection.

4. Also provide filled FORMAT FOR UNDERAKING as attached with Tender

5. Provide MII certificate as attached with Tender from OEM only (On OEI head). No Other format of MII is acceptable.

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Eligibility Criteria

a) Only the **valid manufacture** in SAIL-ISP in **Guides and Spares (category- SPR04074)** shall only be considered for evaluation in the tender. Upon the publication of the tender, information about it will be communicated to all bidders, and only those bidders who have received mail communication from ISP side shall be considered eligible.

b) The offer against these tenders from suppliers to whom LTE has been issued shall only be considered; offer from other party shall be treated as unsolicited.

c) Whosoever is interested to be registered as a supplier of these items/category, should fill up the vendor registration form, hosted on the website. www.sailtenders.co.in. The normal registration process shall, thereafter, be followed at SAIL plants/units for registering the eligible suppliers. Interested parties can contact our vendor registration cell through email: mmvendor.isp@sail.in or contact Number: 0341-27221188. This information is solely for the purpose of exploring the possibility of enhancing vendor base, wherever required and should not be considered as a purchase enquiry. A purchase enquiry in future may be issued to such suppliers, if registered.

d) The bids submitted by the sellers to whom LTE has been issued, shall only be considered for evaluation; bids from any other seller shall be treated as unsolicited in the instant procurement case. However, the firm (s) interested and registered as a seller to SAIL, should fill up the vendor registration form, hosted on the SAIL Tender website and complete the due process of registration with SAIL Plants/units.

d) Bidder who has successfully executed last purchase order (of SAIL ISP) for item code 1- 22410701000231 (FOR WB COOLING ELEMENT MOD 3796) and item code 2- 22410701000232 (SUPPORT FOR WB COOLING ELEMENT MOD 3795) their offer shall be acceptable.

OTHER TERMS & CONDITIONS:

1. **BIDDER SHOULD SUBMIT SELF DECLARATION OF DOMESTIC VALUE ADDITION AS PER MAJORITY POLICY OF GOVT. OF INDIA, FROM MANUFACTURER IN MANUFACTURER'S LETTER HEAD ATTACHED FORMAT, FAILING WHICH BID MAY BE REJECTED.**
2. **BIDDER SHOULD SUBMIT FORMAT FOR UNDERTAKING BY THE AUTHORIZED SIGNATORY (MANUFACTURER) ATTACHED WITH THE TENDER DOCUMENTS, FAILING WHICH BID WILL BE REJECTED.**
3. PRICE QUOTED SHOULD BE ALL INCLUSIVE IN LINE WITH TERMS OF GeM, INCLUDING ALL CHARGES SUCH AS FREIGHT/ PACKING/ INSURANCE ETC., AND GST. NO ADDITIONAL CHARGE SHALL BE QUOTED/ CONSIDERED.
4. AS PER THE SYSTEM OF GeM, ORDER CAN ONLY BE PLACED ON THE VENDOR SUBMITTING BID. IN CASE ORDER IS TO BE PLACED ON AUTHORIZED DEALER, BID MUST BE SUBMITTED BY THE DEALER, AND AUTHORIZED LETTER FROM THE PRINCIPAL, MENTIONING THIS BID NUMBER SHOULD BE ATTACHED WITH THE BID. If ever the bidder is an authorised dealer, both the authorised dealer and manufacturer will be jointly responsible for the performance of contract.
5. NO DEVIATION, IF ANY, FROM THE SPECIFICATIONS AND REQUIREMENTS AS PER THE TENDER ENQUIRY DOCUMENT SPECIFIED AND UPLOADED SEPARATELY. BIDS WITH DEVIATIONS MAY BE REJECTED. IN CASE DEVIATION IS NOT MENTIONED, THE BID SHALL BE CONSIDERED TO BE IN CONFORMANCE WITH THE SPECIFICATIONS AND REQUIREMENTS AS PER THE TENDER ENQUIRY.
6. PREFERENCES AS PER MSE GUIDELINES AND MAKE IN INDIA POLICY OF GOVT. OF INDIA AND PUBLIC PROCUREMENT POLICY AND ANY RELEVANT AMENDMENTS/ CLARIFICATIONS ISSUED BY THE COMPETENT AUTHORITY REGARDING THESE POLICIES SHALL BE APPLICABLE. ONLY BIDDERS WHO HAVE CLAIMED ELIGIBILITY FOR LOCALITY PREFERENCE SHALL BE CONSIDERED FOR PREFERENCE.

UPLOADED RELEVANT DOCUMENTS (UDYAM AADHAAR / UDYOG AADHAAR FOR MSE/ SELF DECLARATION DOMESTIC VALUE ADDITION ABOVE 50% FROM MANUFACTURER IN MANUFACTURER'S LETTER HEAD, IN THE ATTACHED FORMAT, FOR PREFERENCE TO CLASS-1 VENDOR AS PER MII POLICY).

7. IN CASE ANY OF THE BIDDER HAVE UNRESOLVED/PENDING QUALITY COMPLAINTS AGAINST THEM (TILL THE DATE OF TENDER OPENING, IN SAIL ISP, ISP RESERVES THE RIGHT TO REJECT THEIR OFFER.
8. IN CASE OF TENDER ITEM CANNOT BE SPLIT OR DIVIDED, ETC. THE MSE QUOTING A PRICE WITHIN L1+15% MAY BE AWARDED FOR FULL/ COMPLETE SUPPLY OF TOTAL TENDERED VALUE TO MSE.
9. TENDERERS WHO SUBMIT THEIR OFFERS SHALL BE DEEMED TO HAVE READ, UNDERSTOOD AND ACCEPT THE TERMS & CONDITIONS OF THE TENDER DOCUMENT AND GENERAL COMMERCIAL TERMS & CONDITIONS OF PURCHASE CONTRACT, GOVERNING PURCHASE CONTRACTS. HOWEVER, IN CASE OF CONTRADICTION TERM OF WITH GEM GTC, THE GEM GTC GUIDELINES SHALL PREVAIL.
10. IN CASE OF TENDER ITEM CANNOT BE SPLIT OR DIVIDED, ETC. THE MSE QUOTING A PRICE WITHIN L1+15% MAY BE AWARDED FOR FULL/ COMPLETE SUPPLY OF TOTAL TENDERED VALUE TO MSE
11. SAIL RESERVES THE RIGHT TO VERIFY ANY SUPPORTING DOCUMENT(S) SUBMITTED BY A PARTICIPANT/ BIDDER FROM ITS SOURCE (DOCUMENT ISSUING AUTHORITY).
12. **IN THE INTEREST OF EXPEDITIOUS COMPLETION OF VERIFICATION, A PARTICIPATING TENDERER SHALL PROVIDE A LIST OF EACH SUPPORTING DOCUMENT ON ITS LETTER-HEAD AS "EXHIBITURE-S", ALONG WITH THE CONTACT DETAILS (POST ADDRESS, EMAIL ADDRESS, MOBILE NUMBER) OF THE ISSUING AUTHORITY OF EACH SUPPORTING DOCUMENT FOR VERIFICATION.**
13. NON- VERIFICATION OF ANY SUPPORTING DOCUMENT OR INFORMATION, AT THE SOLE DISCRETION OF SAIL DOES NOT ABSOLVE THE TENDERER/ BIDDER OF ITS ABSOLUTE RESPONSIBILITY TO PROVIDE ONLY GENUINE DOCUMENT(S) IN SUPPORT OF ELIGIBILITY CONDITIONS.
14. IN CASE A SUPPORTING DOCUMENT OR INFORMATION IS FOUND TO BE FAKE/FORGED/ TAMPERED/ FALSIFIED AT ANY STAGE DURING TENDERING PROCESS & EVEN AFTER PLACEMENT OF PURCHASE ORDER/ CONTRACT, THE TENDERER/ BIDDER IS LIABLE FOR PUNITIVE ACTIONS AS PER EXISTANT GUIDELINES OF SAIL.
15. Buyer (SAIL ISP) will issue SAP PO against the GeM PO placed on the successful seller(s) against the successful seller(s) is/are not registered as vendor with the buyer, the following documents are to be submitted for vendor code creation.
16. PAN card
17. GST Registration Certificate
18. Bank details (Bank Mandate to be submitted exactly as per attached format duly signed and sealed by the bidder and vendor)
19. Cancelled cheque
20. Contact details of the party (Name, Address, phone no., e-mail ID etc)
21. GeM Seller ID.
22. Buyer will issue GRN (Goods Receipt and Acceptance Note) against CRAC generated on GeM. Seller will submit documents (digitally signed invoice etc) on Online Bill Submission system of the SRM Portal of the buyer. Seller will submit the corresponding GRN for release of payment.

Bank Mandate Formats

To,
The A.G.M (Finance)
Cash Section
SAIL-IISCO Steel Plant
Burnpur

DATE:-

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Dear Sir,

Sub:-Payment through e-payment system.

We do hereby giving our consent for making all the payments through e-payment system and the re
quired particulars are noted hereunder:

	NAME OF PARTY (Block LETTER)	
1	ADDRESS	<hr/> <hr/> <hr/> TEL NO.

2	E-MAIL (if any)																					
3	BANK	STATE BANK OF INDIA																				
4	BRANCH NAME																					
5	BRANCH CODE																					
6	ACCOUNT NO																					
7	PARTY CODE (For office use)																					
8	IFSC CODE																					
9	MICR CODE																					
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Thanking you,

Signature.....

(With Rubber Stamp)

For-----

Bank Signature & Seal

Signature & Seal of vendor

- Enclose 1. one Cancelled Cheque**
2. Photo copy of PAN Card.

To,
The A.G.M (Finance)
Cash Section
SAIL-IISCO Steel Plant
Burnpur

Date:-

-
Dear Sir,

Sub:-Payment through e-payment system.

We are giving our consent for making all the payments through e-payment system directly to our Bank a/c (**State Bank of India**). We also undertake to pay through your pay order vouchers, the Bank Charges that will be levied by State Bank of India from time to time for the transaction through RTGS/NEFT. The details of information required for the release of Funds are given hereunder.

	NAME OF PARTY (BLOCK LETTER)	
1	ADDRESS	<hr/> <hr/> <hr/> TEL NO.
2	E-MAIL (if any)	
3	Party Code (For office use)	
4	Name of the Bank	

5	Name of Branch																					
6	Branch Code																					
7	Account No.																					
8	IFSC Code of the Branch (Printed on Cheque Leave)																					
9	MICR NO																					
10	PAN NO	<table border="1"> <tr> <td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td> </tr> </table>																				

Thanking you,

Signature-----

(With Rubber Stamp)

For.....

Bank Signature & Seal

Signature & Seal of vendor

- Enclose**
- 1. one Cancelled Cheque**
 - 2. Photo copy of PAN Card.**

FORMAT FOR UNDERTAKING TO BE UPLOADED / SUBMITTED BY THE AUTHORIZED SIGNATORY OF THE BIDDER ON ITS LETTERHEAD LONG WITH THE TENDER DOCUMENTS:

I (Name and Designation) duly authorized to sign the bid for and on behalf of (herein

after called the bidder) for the purpose of Tender No..... of (Plant/Unit
..... SAIL-ISP, Place.....
I hereby solemnly affirm

and state, on the behalf of the bidder including its constituents, as under:

I/We have read the contents of the above mentioned tender carefully and understand that my/ our offer will be binding based on the documents/ credentials submitted along with the offer and same shall be binding upon me/ us. I/We undertake and warrant that in relation to the aforesaid tender, our bid was developed genuinely, independently and made with the intention to accept the Contract, if awarded.

1. BID SECURING DECLARATION:

I/ We agree that if I/We withdraw or modify our Bid 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 liable to be suspended for a

period of six months from being eligible to submit bids against all future tenders of Plant/Unit
..... SAIL-ISP, Place.....
.....

2. UNDERTAKING FOR NON-COLLUSIVE TENDERING:

I/We undertake and warrant that our bid was not prepared with any agreement, arrangement, communication, standing, promise of undertaking with any person (including any other bidder

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 to the requirements of the tender; vi)the quality, quantity, specifications or delivery particulars of the products or services which this tender relates; and vii) the terms of the bid, and we also undertake that we will not, prior to the award of a Contract, enter into or engage in any of the foregoing.

3. SUB-CONTRACTING, WHEREVER APPLICABLE:

Disclosure in case of Job/ Project Contracts: I/We warrant that we have fully disclosed and will continue to disclose all intended sub-contracting arrangements relating to the Tender that we are Required to disclose, including those which are entered into after the Contract is awarded.

4. AUTHENTICITY OF DOCUMENTS SUBMITTED FOR BID EVALUATION:

I/We declare that the information and documents submitted along with the tender documents by me/ us are true and correct and I/we are fully responsible for the authenticity and correctness of the submitted information and documents. I/We declare and certify that I/we have not made any misleading or false representation anywhere in the bid submitted including the annexures thereto. I/We understand that at any time during process of evaluation or at any time after award of contract, if any information / document submitted by me / us are found to be substantially false / forged / false / fabricated / fudged or incorrect, it shall lead to forfeiture of the EMD/SD and Performance Security, 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. Further, I/we and all my/ our constituents understand that my/ our offer shall be summarily rejected.

5. REPRESENTATION OF SINGLE / MULTIPLE FIRMS BY THE AUTHORIZED PERSON:

I/We hereby declare that I/we are not representing any other firm participating in this tender. OR

I/We hereby declare that I/we also represent the following firm(s) participating against this tender:-

Sl No. Name of
the firm 1.

1.

(Strike-off the portion, which is not applicable)

6. RELATIONSHIP WITH ANY EMPLOYEE WORKING IN PLANT / UNIT CONCERNED OR DIRECTORS OF SAIL INCLUDING ITS SUBSIDIARIES:

a) I/We hereby declare that the Proprietor or any Partner of the Company or Director of our company has no relationship (within the meaning of Section- 2 (77) of the Companies Act 2013) with any employee working in Plant/Unit _____ SAIL-ISP, Place____/any of the Directors of SAIL-ISP including its subsidiaries

OR

I/We hereby declare that the following Proprietor/Partner/Director of our company (has relationship (within the meaning of Section-2 (77) of the Companies Act 2013) with following employee working in Plant/Unit _____ SAIL-ISP, Place_____ / Directors of SAIL-ISP including its subsidiaries:-

Name of Proprietor/
Partner/ Director of our company
Name of SAIL-ISP employee/
Director of SAIL-ISP

Type of relationship 1.

2.

(Strike-off the portion, which is not applicable)

b) I/We further declare that if the contract is awarded to me/us, I/we shall inform if any of my/our relative(s) mentioned above, join/joins the Plant/Unit concerned or joins as Director of SAIL-ISP including its subsidiaries at any time subsequent to the award and during continuance of the Contract.

7. ANTI BRIBERY MANAGEMENT SYSTEM (ABMS) DECLARATION:

I/We undertake that we shall not give or take any financial or non- financial bribe, to or from any one during or during the execution of the contract thereafter and if I/We notice any such incident happening, I/We shall report to the Vigilance.

8. MINIMUM LOCAL CONTENT AS APPLICABLE & LAND BORDER SHARING REQUIREMENTS, IF APPLICABLE

I/ We declare that I/We comply with the provisions of the revised Public Procurement (Preference to Make In India) Order 2017 dated 16.09.2020, as amended from time to time and also comply with the provisions of DoE Order 07.2020 with respect to the compliance related to land border sharing requirements and subsequent amendments as applicable, on the date of submission of tender and at the time of Placement of Contract.

9. CONFLICT OF INTEREST (IF APPLICABLE):

I/We undertake that we shall not make any improper use of information obtained from the Purchaser with in an unfair advantage in the Tender Process or for personal gain including that of our affiliates and that I/we shall proactively declare any conflict of interest (coming under the definition mentioned above - pre-existing or such as these arise at any stage) in any Tender Process or execution of the contract. I/We understand that failure to do so will amount to a violation of the code of integrity.

10. I/We declare that I /We have disclosed any previous transgressions of code of integrity with any entity in the past during the last three years or of being debarred by any other procuring entity in our bid documents. Failure to do so would amount to violation of the code of integrity.

11. I/We undertake that we have read, understood and accepted the General Terms and Conditions of Contract, as applicable and shall be binding on us in addition to other terms and conditions mentioned in the tender document.

Seal and Signature of Authorized Signatory

Format for Declaration to be given by a Make In India Supplier

To be submitted on the Letter head of the Bidder

Self-Certification (for Procurement values equal to/less than Rs 10 crs)

Certificate for M/s. Steel Authority of India Ltd.,

With reference to SAIL-.....RFQ No.dt..... and our offer no.
.....

In line with the revised Public Procurement (Preference to Make In India), Order 2017 dated 16-09-2017 and as applicable on the date of submission of tender, we hereby certify that _____ (Bidder name) are local suppliers and item wise local content as follows: _____
We have placed orders for the material to be supplied by us against abovementioned Tender No _____
furnished as below:

Item No.	Item Description	Local Content (%)
1.		
2.		
3.		
4.		
5.		

Details of location at which local value addition will be made is as follows: -----

We also understand, false declaration will be in breach of the Code of Integrity under Rule 175(1)(i) of the General Financial Rule for which a bidder or its successors can be debarred for up to two years as per Rule 175(1)(i) of the General Financial Rules along with such other actions as may be permissible under law.

Note: entries to be made separately for all items as per tender) Seal and Signature of Authorized

Signatory

-
-

Sl.	Type of document (for e.g. work order/job completion certificate/ Invoice/RA bill/Final Bill etc.)	Issuing authority Company Details (with full postal address)	Contact official Name, Designation & email address of Issuing Authority	Contact Official Landline & Mobile Number of Issuing Authority
1				
2				
3				
4				

||

****Note: The duly filled up Annexure is to be submitted in lead of the bidder. ****

-
-
**Checklist of Documents to be submitted With Techno-Comme
id**

Sl. No.	Documents	Submitted	Not submitted	Not Applicable	Not Atte
1.	Make In India Declaration				
2.	FORMAT FOR UNDERTAKING				
3.	Annexure-S				
4.	PAN Card				
5.	GST Reg. Certificate				
6.	Bank mandate as per attached format				
7.	MSME certificate				
8	Cancelled Cheque				
9.	Deviation (any) from indented description				

Bid No-.....

Authorized Signatory:

(Designation/ Authority):

Full Name:

Date:

-
-
-
-
-
-
-
-
-
-
-
-

Conditions for issuing tender on GeM

1. Authority of person signing documents:

A person signing the Tender Form or any document forming part of the contract on behalf of the supplier shall warrant that he has authority to sign such documents.

2. Rejection of bid / tender:

In case of any specific adverse report received against a tenderer/bidder/ seller by SAIL, in respect of capability or performance of the tenderer/ bidder/ seller, the bid of such tenderer is liable to be rejected.

3. Responsibility for Performance of Contract:

- a) The Seller shall be entirely responsible for the performance of the contract in all respects in accordance with terms and conditions as specified in the Contract.
- b) Wherever, the seller is an authorized reseller of the manufacturer, both the authorized reseller and the manufacturer will be jointly & severally responsible for the performance of the contract in all respects in accordance with terms and conditions as specified in the Contract.
- c) The Seller shall not sublet, transfer or assign the contract without the prior written permission of the Buyer. If permission is given by the Buyer, Seller shall be liable for any loss or damage which the Buyer may sustain or arising out of such subletting of the contract.
- d) The Seller may assign the receivables, revenues or proceeds under the Contract/Agreement in connection with financing or other financial arrangement (without relieving itself from liabilities under the Contract / Agreement).
- e) In case the scope of work includes supply of material along with application, then the seller must comply with relevant safety norms of SAIL Plants/ units and applicable statutory provisions.

4. Samples and testing:

- a) **Samples:** Samples, wherever required for examination & testing, shall be supplied by the seller free of charge.
- b) **Testing:** Wherever the materials involve testing for acceptance, sellers shall clearly indicate the available testing facilities in their premises and confirm testing free of charge. In case material is tested at Buyer's premises, charges need to be paid by the Seller.
- c) If item is required to be tested at outside laboratory (not in the Buyer's premises), testing charge will be borne by the Buyer. However, only in case of testing of Umpire Sample in an outside lab, if the Umpire sample fails, the Seller shall bear the expenses of the Umpire sample testing.

5. Removal of Rejection:

If the rejected goods have already been paid for (partly or fully), the Seller shall before removal of rejected goods deliver correct replacement goods at Buyer's premises completely free of cost (including cost of goods, taxes, duties etc.) or refund the payment received as well as make full compensation for freight taxes, duties and rejected goods shall lie at Seller's risk from the time of such rejections and if not removed within the above period, the Buyer shall have the right to dispose off the said rejected materials as he may deem fit without any financial obligation to the Seller. In case the payment of rejected material has already been made by the Buyer (partly or fully) and such rejected materials are disposed off by the Buyer due to non-removal by the Seller, then the Seller shall be liable to make good the loss incurred to the Buyer. To make good the loss, the Seller also agrees that the said loss may be recovered from any outstanding amount lying with the Seller in any contract with the Seller.

6. Sellers responsibility:

The Seller should undertake to be responsible for the delivery of the goods in satisfactory condition and without loss or damage at the final destination and until the same is actually received by the Buyer at its works or other place of final destination. For this purpose goods carried by the railway or other carrier shall be deemed to be carried at the risk of the Seller. If on inspection at final destination the buyer discovers any discrepancy, the Buyer will be held responsible notwithstanding that the property of goods shall have passed on to the Company to refuse acceptance of the goods together and take action as per GeM Policies.

7. Packing:

a) **Responsibility for proper packing** - The Seller shall be responsible for the goods being sufficiently and properly packed, for transport by rail/road/sea/air/ or any combination of above, so as to ensure their being free from damage on arrival at the destination. Packing material shall not be returned to the Seller, unless stated otherwise in the contract. Applicable government guidelines with regard to packing material, wherever applicable, shall be adhered to by the Seller.

b) **Marking of Packages, Packing, etc.** - Each package delivered under the Contract shall bear the following:

- Name of the Seller & address
- Contract Number & date
- Consignee's name and address
- Brief Description and quantity of contents
- Wherever applicable the following should be indicated:
 - Gross weight, net weight
 - Distinctive number or mark / identification which is also to be shown, for the purpose of identification on the Seller's packing list.

8. Test and Fitment Certificate:

The Seller must furnish test certificate for the material shipped showing the details of test results. Fitment certificate is required in case of proprietary spares / components.

9. Delivery:

The Buyer shall be entitled to the benefit of any decrease in price on account of reduction in or remission of customs duty or on account of any other Tax or duty or any other ground as stipulated in the price variation clause, foreign exchange rate variation or any other variation clause which takes place during the stipulated delivery period of the contract.

Notwithstanding any stipulation in the Contract for an increase in price on any other ground, including price variation clause or foreign exchange rate variation, or any other variation clause, no such increase after the original date of delivery shall be admissible on such goods delivered after the said date.

10. Failure of Delivery:

In case the delivery is delayed beyond the prescribed delivery period, the material can only be supplied with the consent of the Buyer. Should the Seller fail to deliver the stores or any consignment thereof, within the period for such delivery, the Buyer reserves the right to take action as per GeM policies.

In addition, subject to the terms and conditions of the Agreement, if the seller neglects or fails to perform by the time or times agreed upon, for any reason other than Force Majeure, the Buyer after having considered such negligence or non-performance, after giving notice of 14 to 30 days or any such extended period and seller and buyer may mutually agree, to the seller to rectify, shall take such action as it considers fit including but not limited to taking risk purchase action for supply of the material, mitigating any losses, at the risk and cost of the seller as far as the undelivered quantity in that Delivery Period is concerned. The Right of the buyer for Risk Purchase shall be in addition to the Right of buyer to terminate the Contract due to the fault of the Seller.

The price differential in case of higher cost to SAIL, if any, shall have to be borne by the defaulting seller. The defaulting seller shall have no claim over the quantity, which they failed to supply.

11. Weighment:

For bulk material to be accepted by weight, all the trucks / wagons / trailers / tankers etc. shall be weighed and weighed at the Buyer's weighbridge(s).

Seller's challan weight for each truck / wagon / trailer / tanker etc. shall be accepted as final, if the weighment at Buyer's premises for that truck / wagon / trailer / tanker etc. is within the tolerance range indicated in the Contract. If weighment at Buyer's weighbridge(s) is found to be more than the challan weight, the payment shall be restricted to the challan weight.

In case the weighment at Buyer's weighbridge(s) is found to be less than challan weight even after allowing the tolerance range indicated in the Contract, the weighment at Buyer's premises shall be final for the purpose of payment.

12. Settlement for discrepant material:

After receipt of material at Buyer's premises, if it is found that the material does not conform to order specifications, intimation in this regard shall be given to Seller within 45 days of receipt of such material. Seller shall depute his representative within 20 days of receipt of such intimation for inspection/assessment. Buyer shall decide the amount to be recovered from the Seller and Seller shall remit the same to the Buyer within 15 days of such intimation. All costs associated with above shall be borne by Seller. Intimation by way of an e-mail through the authorized e-mail address of the Seller without the "failure notification" shall be considered to be a valid service of the intimation in case no acknowledgment of the receipt of e-mail is provided by the Seller.

13. Force Majeure:

The Notice of declaration of Force Majeure must be supported by the Certificate of relevant Railway / Port Authority / Chamber of Commerce/Government or Quasi Government body. If the said certificate is not available, the Affected Party must provide a certificate signed by the Affected Party's Company Secretary and one of the Directors on the behalf of the Affected Company. In addition, the Affected Party shall also intimate the cessation of such Force Majeure. Intimation of cessation of Force Majeure shall be accompanied by a certificate, from the authorities as stated above.

14. Settlement of Disputes other than taxation between SAIL and another Central Public Sector Enterprise (CPSE) or SAIL and Govt Department(s)/Organization(s) including State Government shall be as per the guidelines of Government of India. In event of any dispute or difference in interpretation and application of the provisions of commercial contract(s) between CPSE/ Port trusts inter se and also between CPSEs and Government Departments/ Organizations (excluding disputes relating to Railways, Income Tax, Customs and Excise Departments), such disputes or difference shall be taken up by either party for its resolution through the mechanism as mentioned in DPE OM No. 05/0003/2019-fts-10937 dated 14th December 2022 and decision of Arbitration Panel. The said dispute will be binding on both the parties."

15. Declaration by the Bidder/ Tenderer/ Seller:

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

A. Non-collusion:

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

II. That their bid was not prepared with any agreement, arrangement, communication, understanding or understanding of undertaking with any person (including any other tenderer or competitor) regarding:

- i) prices;
- ii) methods, factors or formulas used to calculate prices;
- iii) an intention or decision to submit a bid;
- iv) an intention or decision to withdraw a bid;
- v) the submission of bid that does not conform with the requirements of the tender;
- vi) the quality, quantity, specifications or delivery particulars of the products or services to which the bid 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 which 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 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 in connection with the tender or in any correspondence thereon
- 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 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 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, with forfeiture of EMD/ SD and Performance Guarantee, if submitted, besides any other action provided for in the contract.

ntract including banning under the extant Guidelines for Banning of Business Dealings of SAIL and in 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 the tender or during the execution of the contract thereafter and if they notice any such incident has they shall report it to SAIL Vigilance.

16. In case of non-compliance of para 15 above, SAIL may at its discretion, invalidate their bid, exempt 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 they are awarded the Contract) terminate the Contract.

The bidder/ tenderer/ Seller shall be required to declare whether the proprietor or any partner of the firm or their company as the case may be has any relation with any employee working with the Buyer 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.

17. Language:

Offer submitted by the Bidder/ Tenderer/ Seller and all correspondence and documents relating to the offer (including but not limited to) between the Bidder/ Tenderer/ Seller and the Buyer shall be written in the English Language. Any printed literature furnished

by the Seller may be written in another language so long as it is accompanied by a duly signed English translation. In such case, for the purposes of interpretation of the offer, the English translation shall govern.

18. Termination:

a) The Company (Buyer / Executing Authority) shall have the option to cancel / terminate the PO / Contract if the Seller fails to perform due to non-performance / any other activity detrimental to the interests of SAIL and its brand image or in the event of the Seller's failure to discharge the duties stipulated in the Purchase Order / Contract to the satisfaction of the Buyer (as certified by Buyer/ Executing Authority); by giving 30 days' notice (cure period) in writing and without any compensation. The Seller shall have to settle the account within the notice period and no material of Seller shall be retained with the Seller at the conclusion/ Termination of the Contract.

b) Buyer will be entitled to terminate the Agreement by giving prior notice of at least 2 months to the Seller if the other party goes into voluntary liquidation or is ordered to be wound up or is declared bankrupt or insolvent etc., by a court of law and is unable to pay its debts as they become due, and in the event of termination, all sums due under the Agreement to either party on the date of the notice shall be immediately payable upon demand.

c) Termination of the Agreement shall not affect obligations of either Party that may have accrued prior to the effective date of termination.

d) Termination of the Agreement shall be in addition to, and shall not be exclusive of or prejudicial to any other grounds for termination or rights or remedies at law or in equity which either Party may have on or in the event of default of the other Party.

e) If the Agreement does not meet the objective set out herein and the parties mutually agree, the Agreement can be terminated.

f) Upon receipt of the notice of termination, the Seller shall either immediately or upon the date specified in the notice of termination, cease all further work except for such as the Buyer may specify in the notice of termination. In the event of termination of the Contract, the Buyer shall only pay to the Seller, the Price of the parts executed by the Seller as on the date of termination.

19. Banning of Business Dealings:

On arising of any situation or occurrence of any event as mentioned in the SAIL Guidelines on Banning of Business Dealings the Tenderer/Bidder/ Seller under the tendering process or Contract with SAIL, as the case may be, shall be taken for action under and in accordance with the aforementioned Guidelines. The "Guidelines on Banning of Business Dealings" as applicable on the date of bid opening shall form part of the Bid/Contract. These guidelines are attached as Annexure 1.

20. Waiver:

Failure to operate or to enforce any condition under this GCC / Contract shall not operate as a waiver of the Contract or itself or any subsequent breach thereof.

21. Immunity to Government of India:

It is expressly understood and agreed to by and between the Buyer and Seller that the Buyer is entering into the Contract solely on its own behalf and on behalf of its wholly owned subsidiaries and not on behalf of any other party. In particular, it is expressly understood and agreed that the Government of India is not a party to the Contract and has no liabilities, obligations or rights hereunder. It is expressly understood and agreed that Buyer (SAIL) is an independent legal entity with power and authority to enter into contracts solely in its own behalf under the application of Indian law and general principles of contract law. The Seller expressly agrees, acknowledges and understands that the Seller is not an agent, representative or delegate of the Government of India. It is further understood and agreed that the Government of India is not and shall not be liable for any acts, omissions and commissions, breaches or other matters arising out

of the Contract. Accordingly, the Seller hereby expressly waives, release and forgoes any and all actions or claims, including cross claims, impleader or counter claims against the Government of India arising out of the Contract and agrees not to sue the Government of India in any manner, claim cause of action or take any action whatsoever out of or under the Contract.

22. Confidentiality:

All documents, drawings, samples, data, associated correspondence or other information furnished by or on behalf of the Buyer to the Seller, in connection with the contract, whether such information has been furnished before, during or following completion or termination of the contract, except what is in public domain are confidential and shall remain the property of the Buyer and shall not, without the prior written consent of Buyer neither be divulged by the Seller to any third party, nor be used by him for any purpose other than the design, procurement, or other services as specifically required for the performance of this Contract. If advised by the Buyer, all copies of all such information in original shall be returned on completion of the Seller's performance and obligations under this contract.

23. Code of Integrity:

A) By participation in this tender, Sellers, Bidders, Suppliers, Contractors, and Consultants are deemed to have declared that they shall observe the highest standard of ethics and shall not indulge in the following prohibited practices, either directly or indirectly, at any stage during the Tender Process or during the execution of resultant contracts:

- 1) "Corrupt practice" - making offer, solicitation or acceptance of a bribe, reward or gift or any material benefit, in exchange for an unfair advantage in the Tender Process or to otherwise influence the Tender Process;
- 2) "Fraudulent practice" - any omission or misrepresentation that may mislead or attempt to mislead or obtain financial or other benefits may be obtained or an obligation avoided. Such practices include a false statement or false information for participation in a tender process or to secure a contract or in the execution of a contract;
- 3) "Anti-competitive practice" - any collusion, bid-rigging or anti-competitive arrangement, or any other practice coming under the purview of the Competition Act, 2002, between two or more bidders, with or without the knowledge of the Buyer, that may impair the transparency, fairness, and the progress of the Tender Process or to establish bid prices at artificial, non-competitive levels;
- 4) "Coercive practice" - harming or threatening to harm persons or their property to influence their conduct in the Tender Process or affect the execution of a contract;
- 5) "Conflict of interest" - participation by a bidding firm or any of its affiliates who are either involved in a consultancy Contract to which this procurement is linked; or if they are part of more than one bid in the Tender Process; or if their personnel have a relationship or financial or business transactions with any official who are directly or indirectly related to tender or execution process of contract; or improper use of information obtained by the (prospective) bidder from the Buyer with an intent to gain unfair advantage in the Tender Process or for personal gain;
- 6) "Obstructive practice" - materially impede Buyer's investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing evidence material to the investigation; or by making false statements to investigators and/ or by committing the practices mentioned above, to prevent it from disclosing its knowledge of matters relevant to the investigation from pursuing the investigation; or by impeding the Buyer's rights of audit or access to information;

B) Obligation of Proactive Disclosure

1) Sellers, Bidders, suppliers, contractors, and consultants are obliged under this Code of Integrity to proactively declare any conflict of interest (coming under the definition mentioned above - pre-exists and as soon as these arise at any stage) in any Tender Process or execution of the contract. Failure shall amount to a violation of this code of integrity.

2) Seller/ Bidder must declare, whether asked or not in a bid-document, any previous transgression code of integrity with any Procuring entity during the last three years or of being debarred by the organization. Failure to do so shall amount to a violation of this code of integrity.

3) Such declarations would not mean automatic dis-qualification for the bidder/ Seller making such disclosures. The declared conflict of interest shall be evaluated for taking mitigation steps, where possible. Voluntary reporting of previous transgressions of code of integrity elsewhere shall be evaluated barrier of various grades of debarment; an alert may be kept on the bidder's/ Seller's actions in the tender subsequent contract.

C) Punitive Provisions:

Without prejudice to and in addition to the rights of the Company to other penal provisions as per the bid document or contract, if the Company comes to a conclusion that a Bidder/Seller, directly or through an agent, has violated code of integrity in competing for the Contract or in executing a contract, the Company may take appropriate actions including one or more of the following:

i) If his bids are under consideration in any procurement:

a) Forfeiture or encashment of bid security

b) Calling off of any pre-contract negotiations, and;

c) Rejection and exclusion of the bidder from the procurement process

ii) If a contract has already been awarded:

a) Cancellation of the relevant contract and recovery of compensation for loss incurred by the Company

b) Forfeiture or encashment of any other security or bond relating to the procurement;

c) Recovery of payments including advance payments, if any, made by the Company along with interest on at the prevailing rate;

iii) Provisions in addition to above:

a) Removal from the list of registered suppliers and banning/debarment of the bidder/ seller from participation in future procurements of the Company

b) In case of anti-competitive practices, information for further processing may be filed with the Competition Commission of India;

c) Initiation of suitable disciplinary or criminal proceedings against any individual or staff found responsible.

24. Business responsibility and sustainability:

At SAIL, we deeply value the vital role that companies can play in safeguarding and promoting human rights during term. We recognize our responsibility to uphold the spirit of human rights, as outlined in existing international standards, such as the Universal Declaration and the Fundamental Human Rights Conventions of the International Organization. SAIL expects its sellers/ suppliers to develop and implement policies and procedures to ensure human rights in their business and to encourage their suppliers to do likewise. Our Human Rights Charter is available at <https://sail.co.in/sites/default/files/2023-09/Human-Rights-Charter.pdf>

8. Buyer Added Bid Specific ATC

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

अस्वीकरण/Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to the 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 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 exemptions provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category being 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](#) trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid terms and conditions indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference section of bid, unless otherwise allowed by GeM GTC.
16. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this can raise their representation against the same by using the Representation window provided in the bid details field dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

All GeM Sellers/Service Providers shall ensure full compliance with all applicable labour laws, including 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; a 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. are

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

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

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत की 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 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 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 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 approved by 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---