

**बिड दस्तावेज़ / Bid Document**

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	24-02-2026 16:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	24-02-2026 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	Chandrapur Ferro Alloy Plant
कार्यालय का नाम/Office Name	Chandrapur
वस्तु श्रेणी /Item Category	Facility Management Services - LumpSum Based - Industrial; Civil Work; Consumables to be provided by service provider (inclusive in contract cost)
अनुबंध अवधि /Contract Period	6 Month(s) 4 Day(s)
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) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by buyer
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	No
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	3
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	7

बिड विवरण/Bid Details	
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / <b>Number of Auto Extension count</b>	1
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	Yes
रिवर्स नीलामी योग्यता नियम/RA Qualification Rule	H1-Highest Priced Bid Elimination
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 Days
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है / <b>Financial Document Indicating Price Breakup Required</b>	Yes
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

#### ईएमडी विवरण/EMD Detail

आवश्यकता/Required	No
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#### ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईपीबीजी प्रतिशत (%) /ePBG Percentage(%)	5.00
ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).	9

(a) ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए। / EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

#### लाभार्थी /Beneficiary :

SAIL CFP  
Chandrapur, Steel Authority of India Limited, Chandrapur Ferro Alloy Plant, Ministry of Steel  
(Sail Cfp)

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

#### एमआईआई अनुपालन/MII Compliance

एमआईआई अनुपालन/MII Compliance	Yes
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#### 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

### Limited Tender

Limited Tender Applicable	Yes
Reason	The competent authority in the Ministry or Department has certified that the demand is urgent, and any additional expenditure involved by not procuring through advertised tender enquiry is justified in view of urgency. The Ministry or Department has placed on record the nature of the urgency ; reasons why the procurement could not be anticipated.
List of Seller Organization for participation	***** , ***** , ***** , ***** , ***** , ***** , ***** , ***** , ***** , ***** , ***** , ***** , ***** , *****

1. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined 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 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 service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price. The buyers are advised to refer to the [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if the credentials of the service provider are validated on-line in GeM profile as well as validated and approved by the Buyer after evaluation of submitted documents.

2. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price.

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. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which will be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

4. Short Duration Bid has been published by the Buyer with the approval of the Competent authority due to Emergency procurement of critical products/services.

5. 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

**अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required**

Details of the premise:[1771323070.pdf](#)

Scope of work:[1771323086.pdf](#)

**Facility Management Services - LumpSum Based - Industrial; Civil Work; Consumables To Be Provided By Service Provider (inclusive In Contract Cost) ( 1 )**

**तकनीकी विशिष्टियाँ /Technical Specifications**

विवरण/ Specification	मूल्य/ Values
<b>कोर / Core</b>	
Type of Premises	Industrial
Type of services required	Civil Work
Cost for Consumables/ Materials	Consumables to be provided by service provider (inclusive in contract cost)
Service component	Waterproofing at CFP Township
<b>एडऑन /Addon(s)</b>	

**क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer**

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	No
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**अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents**

**प्रेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity**

क्र.सं./S.No	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	Quantity	अतिरिक्त आवश्यकता /Additional Requirement
1	Dhiraj Wasudeorao Jaronde	442401,SAIL-Chandrapur Ferro Alloy Plant, Mul Road, Chandrapur	Project / Lumpsum Based	N/A

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

**1. Generic**

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 per cent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

**2. Buyer Added Bid Specific ATC**

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

### 3. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

#### 1. TERMS:

**A. This Bid is "Reserved" for Vendors Registered at SAIL - CFP, Chandrapur for this case**

B. DETAILED SCOPE OF WORK AND OTHER TERMS UPLOADED IN "SCOPE OF WORK". Forms uploaded at "Buyer Added Bid Specific ATC Doc" to be submitted as ATC documents in offer.

C. THE PRICE BID FORMAT IS TO ENABLE THE BIDDERS TO ARRIVE AT THE RATE TO BE QUOTED IN GEM.

D. Tender in Non-Divisible.

2. Bidders can also submit the EMD with Account Payee Demand Draft in favour of SAIL CHANDRAPUR FERRO ALLOY PLANT payable at CHANDRAPUR. Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid date / Bid Opening date.

3. Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name STEEL AUTHORITY OF INDIA LIMITED, CHANDRAPUR FERRO ALLOY PLANT Account No. 11014646617 IFSC Code SBIN000346 Bank Name STATE BANK OF INDIA Branch address MAIN BRANCH, CHANDRAPUR (MAHARASHTRA). Bidder to indicate bid number and name of bidding entity in the transaction details field at the time of online transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer along with bid.

4. Successful Bidder can submit the Performance Security in the form of Account Payee Demand Draft also (besides PBG which is allowed as per GeM GTC). DD should be made in favour of SAIL CHANDRAPUR FERRO ALLOY PLANT payable at CHANDRAPUR. After award of contract, Successful Bidder can upload scanned copy of the DD in place of PBG and has to ensure delivery of hardcopy to the original DD to the Buyer within 15 days of award of contract.

5. Successful Bidder can submit the Performance Security in the form of Payment online through RTGS / internet banking also (besides PBG which is allowed as per GeM GTC). On-line payments shall be in Beneficiary name STEEL AUTHORITY OF INDIA LIMITED, CHANDRAPUR FERRO ALLOY PLANT Account No. 11014646617 IFSC Code SBIN000346 Bank Name STATE BANK OF INDIA Branch address MAIN BRANCH, CHANDRAPUR (MAHARASHTRA). Successful Bidder to indicate Contract number and name of Seller entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer in place of PBG within 5 days of award of contract.

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

- a. Copy of PAN Card.
- b. Copy of GSTIN.
- c. Copy of Cancelled Cheque.
- d. Copy of EFT Mandate duly certified by Bank.

7. NET WORTH: Net Worth of the OEM should be positive as per the last audited financial statement.

8. PAYMENT OF SALARIES AND WAGES: Service Provider is required to pay Salaries / wages of contracted staff deployed at buyer location first i.e. on their own and then claim payment from Buyer along with all statutory documents like, PF, ESIC etc. as well as the bank statement of payment to staff.

9. SAIL S1 available on www.sailtenders.co.in shall be applicable to this contract.

10. Anti-bribery Undertaking: By participating in this tender, the suppliers / Vendors/Contractors are deemed to have undertaken that they shall not give or take any financial or non-financial bribe, to or from anyone during the tender or during the execution of the contract thereafter and if they notice any such incident happening, they shall report it to SAIL Vigilance.

11. Instructions for bid submission:

- A. Bidders are instructed to submit documents sought in the bid at the time of bid submission. The submission of requisite documents may lead to rejection of the bid without any issue of clarification. Rejected vendors shall be formally communicated with reasons for rejection and provided with 2) working days to submit representations limited strictly to clarifications and supporting documents related to documents already submitted.
- B. All such submissions shall be evaluated, subject to consideration of only those documents existing prior to the tender due date.
- C. Vendors remaining ineligible shall be informed of continued rejection without any further right of representation. Only techno-commercially acceptable vendors shall be considered for price discovery.
- D. Only relevant documents to the tender are to be submitted the tender including eligibility documents, annexures, etc.

**Annexure**

**Waterproofing at CFP Township (CFP Guest House, BOF, A1 and A2 type quarters)**

**SPECIAL CONDITIONS**

**1. Scope of Work**

1. The General Scope of Work:

1. The job shall be carried out as per technical details provided in detailed service description.
2. The Work is to be carried out at CFP Township (CFP Guest House, BOF, A1 and A2 type quarters).
3. The party may visit the site if required to acquaint themselves to the site conditions. The scaffolding and safety arrangements are to be made as required. The contractor will be responsible for removal and refixing the materials, objects, water tanks, pipelines, temporary structures or any other items requiring lowering or lifting etc at his own cost.
4. Contractor shall arrange all materials as per Technical Specifications as detailed and approved by Engineer In-Charge.

5. Contractor shall arrange skilled, unskilled manpower and technical staff comprising of engineer, supervisor, Safety Supervisor, helpers, masons etc as required at work site in order to complete the work in stipulated time period and of desired quality.
6. Contractor shall engage adequate number of construction tools, Construction plants machinery, erection equipment, steel scaffolding and platforms, Grinders, Drill machine, drill bits, brushes, chisels, switch boards, Safety Barricading, Manila Ropes, ladders, water pipes of required length etc. or any other equipment, machinery as required to complete the work. The Loading, unloading, Transportation and Safe storage of material to work site is the contractor's responsibility.
7. Contractor shall clean all debris and will remove all temporary structures from the site immediately after completion of work and shall shift at the locations upto 1km lead.
8. Contractor shall abide by all the safety rules and regulations prevailing in company as Annexure-S during currency of contract. Contractor shall strictly adhere to safety rules and regulations.
9. The Contractor Supervisor and his labourers shall undergo induction safety training at Safety Engineering Deptt. before start of the work.
10. The Contractor will be responsible for building awareness among their concerned employees about the applicable rules regarding environment.
11. The Contractor supervisor shall report daily along with the workers to the Civil Deptt. Contractor supervisor shall conduct a daily toolbox talk for the workers and record it in a register, which shall be available at the Civil Deptt.
12. Job Clearance is to be taken on daily basis before the start of the work. Without job clearance no work is to be started.
13. Contractor shall arrange all PPEs and should take utmost care to use all safety appliances as desired by Safety Engg Deptt. and Civil Engg Deptt. in order to keep high standard of safety at work site.
14. Quantities mentioned in estimate are estimated quantities which may increase or decrease as per site requirement.
15. Setting out & Leveling: Contractor shall set out and level the works and will be responsible for the accuracy of the same. He is to provide all instruments and proper qualified staff and labour for getting his work checked by Engineer, if so desired by Engineer. Such checking, if any, shall not, however, relieve the contractor in any way, of his responsibility for correct setting out.

**2. Documents to be submitted by the Contractor for Forwarding RA Bills by the Engineering Department The Contractor shall submit following documents along with bills for compliance of these documents to the satisfaction of Engineer I/c, the bill will be processed. Otherwise it will be returned to the contractor.**

1. Daily work progress chart/hurdle record duly signed by contractor or his authorized su

isor and Civil supervisor/officer-in-charge with the reasons for hurdles in work if any.

2. Measurement sheets duly signed by Contractor, Civil Supervisor and CFP Executive. Measurements shall be taken jointly by Civil Deptt Representative along with Contractor or authorized representative.
3. Receipt and consumption of materials such as fibre reinforced elastomeric liquid waterproofing membrane to the Civil Deptt.
4. Contractor has to submit monthly attendance sheet, monthly minimum wage payment sheet of his labourers, PF, ESI or any other applicable insurance policy, Professional Tax, proof with necessary challan/statements as per applicable statutory requirement.
5. Minimum Running Account bill shall be Rs. 8,00,000.00 + GST.

### **3. Additional Documents to be submitted by the Contractor for Forwarding Final Bill**

1. Deduction of LD if any, based on the Delay Analysis if the Work Completion Period is exceeded.
2. Deduction of penalty towards safety violation if any.
3. Rectification of defects informed to contractor during execution of work if any.
4. Removal of debris, scrap etc. from site.

### **4. CFP's Scope of Work**

1. CFP will provide water and electricity free of cost. Water and electricity shall be supplied by CFP free of cost at nearby existing source. Contractor shall make arrangement for cables, switch boards; main switches for taking electricity supply as per their requirement and permission from Electrical department.

### **5. Special Terms & Conditions (SCC)**

1. Validity of Contract: The contract shall be valid for a period of 6 months from the date of placement of work order.
2. Work Completion Period: Contractor will have to complete the job within 6 months from the date of placement of work order. The work completion period is inclusive of Sundays and holidays, time taken for SD/BG deposit.
3. Site Clearance: The default date of site clearance is from the date of placement of PO. The delay attributable to CFP shall be based on the delay analysis and contractor has to intimate about the delay attributable to CFP. The same will be considered for calculation of Liquidated Damages (LD).
4. Maintenance Period: Maintenance period shall be Eight (08) Years from the date of completion of work.
5. Supervision & Inspection: All materials should be as per technical specification.
  - a. Inspecting Authority: AM (Civil - Plant & Township)
  - b. Executing Authority: AGM (C, E & Safety)
  - c. Operating Authority: GM (Civil - Plant & Township)
6. Payment Terms:

- i. 95% against RA Bill. Minimum Running Account bill shall be Rs. 8,00,000.00 + GST.
  - ii. 5% Retention which shall be released upon satisfactory completion of maintenance period / Performance Guarantee period and subsequent issue of Final Acceptance Certificate (FAC) / PC. The contractor will have to rectify the work at his own cost in case of any defect observed during the maintenance period, failing which the retention amount will be liable for forfeiture.
7. Security Deposit: Security Deposit shall be 5% of the work value. It shall be released after completion of work and issue of Preliminary Acceptance Certificate (PAC/ Work Completion Certificate).

## 6. Other Special Terms and Conditions

1. Contractor shall have to execute the quantities as per site requirements. Quantities mentioned in Bill of Quantities/Schedule of rates are estimated quantities which may decrease or increase as per site requirements; however the total contract value shall remain unchanged. In case if there is any quantity increase before execution the contractor must notify and obtain approval from the Operating Authority.

### **GENERAL TERMS AND CONDITIONS:**

1. **LIQUIDATED DAMAGES (LD) : As per SAIL-S1. The delay attributable to CFP shall be based on the delay analysis and contractor has to intimate about delay attributable to CFP. The delay shall be considered for calculation of LD.**
2. **SECURITY DEPOSIT (SD):**
  - A. The successful tenderer shall submit interest free security deposit of **Five (5) % of contract value** in 15 days from the date of WO in form of :
    - a. **Bank Guarantee** from any Scheduled Commercial Bank **except Co-operative and Gram Bank** in the specified format, the validity period of which shall be **Nine (9) months** from the date of issue as per the proforma of CFP (**FORM-V**) prior to commencing of the contract. The validity period of the bank guarantees should be 1 year over and above the validity period. or
    - b. **Demand Draft** or
    - c. **Banker's Cheque** or
    - d. **Fixed Deposit Receipt (FDR) in the name of SAIL - Chandrapur Ferro Alloy Plant** or
    - e. **Online transfer.**
  - B. Security Deposit **shall NOT be accepted in cash.**
  - C. No claim on account of any expenses by whatsoever nature incurred by the contractor for obtaining of Bank Guarantee will be entertained. In case of any breach of the contractual terms & conditions the Security Deposit will be forfeited without notice or encashed the Bank Guarantee.
  - D. No interest shall be paid on Security Deposit. The security deposit **without interest** will be refunded. Bank Guarantee will be released to the contractor after expiry of performance guarantee period or on the condition that no recovery / demand is pending against the contractor. For this purpose, the contractor will produce a **"No Dues Certificate"** from the **concerned deptt.** to the effect that no amount is outstanding for recovery from him.
  - E. **Bank Account Details for depositing SD Online i.e. through RTGS/NEFT:**

1	Name of Organisation	Steel Authority of India Limited, Chandrapur Ferro Alloy Plant, Chandrapur - 442 401 (MS)
2	Bank Name	State Bank of India
3	Branch	Main Branch, Chandrapur (Maharashtra)
4	Account No.	11014646617
5	Branch Code	00346

**F. Guidelines for submission of BG in lieu of SD:**

- a. The non-judicial stamp (NJS) paper should be purchased in the name of the Bank issuing the date of purchase of NJS paper should not be prior to the date of issue of the contract.
  - b. For ease in operability, the Issuing Bank must have a functional branch at a location where any plant / unit of SAIL is situated. Correspondence by SAIL plant / unit for extension, encashment or release of BG should be admissible by the concerned local branch of the Issuing Bank.
  - c. Name and Address of the Issuing Bank Branch with clear details and Seal of the Bank should be provided in the BG Official e-mail ID, Contact No. (Landline & Mobile), Name, Designation, Position of the Bank Official authorized by the Issuing Bank must be provided in the BG for obtaining confirmation(s) on BG
  - d. In case the contractor delays submission of Security Deposit, a penalty of 0.2% of the original amount per completed day of delay, limited to an amount not exceeding 5% of the original amount shall be applicable.
3. **PAYMENT TERMS:** Contractor shall raise the bill on monthly basis. Payment shall be released within 30 days from the date of submission of bill to the concerned authority. Payment shall be made online via NEFT/ RTGS for which contractor bank details may be submitted. Income tax shall be deducted as per the prevailing rate under the Income-Tax Act/Rule from Contractor's bill. Contractor shall raise final bill after the satisfactory completion of work in all respect and balance payment if any shall be paid in 30 days from the date of submission of bills complete in all respect, at the concerned deptt.
  4. **Tax Deduction at Source (T.D.S.)** and surcharge thereof as per the prevailing rate under Income Tax Act/ Rules in force during the contractual period shall be deducted from the Contractor's bill. Necessary T.D.S. certificate will be issued to Contractor at the end of each quarter.
  5. SAIL-CFP will in no way be responsible for any additional charges, accident, infringement of laws, and laws etc. or any other such act of the Contractor / their equipment / employees, SAIL-CFP will be fully indemnified against any claims.
  6. NO GUARANTEE is given for the definite volume of work which may be entrusted to the Contractor or to at any time or through the period of contract.
  7. In case of temporary disablement / permanent disablement / death resulting due to accident or any labour, the contractor will be solely responsible for payment of compensation amount including medical expenses as per the provisions of workmen compensation Act 1923 / Rules made thereunder.
  8. The Contractor will be held responsible for any damage caused by contractor's staff / equipment etc., employed by the contractor to any employee / property of the CFP or the employees in the regard as assessed by the SAIL-CFP will be final and binding on the contractor and contractor will be liable to pay the same forthwith or otherwise will be recovered from their bills / security deposit.
  9. In case, any employee of the Contractor is caught in theft case or indulges in any unauthorized movement of materials or delivered the materials to wrong person or indulges in any activities which is punishable under the law or does something which is not authorized by CFP, the contractor shall be held responsible for the same and the Contractor shall make good such losses forthwith. SAIL-CFP reserves the right to terminate the contract in such case besides claiming damages from the contractor.
  10. The Contractor will ensure that the work awarded to them under the contract is executed / completed out to the full satisfaction of the CFP. Failure on their part to perform obligation under the contract to the satisfaction of the CFP will entail termination of the contract without any compensation whatsoever. In such event, the CFP also reserve rights to get work executed through any other

ency at the risk and cost of the defaulting Contractor.

11. The submission of any dispute or disagreement to the arbitration shall not, in any way, affect CFP's right to file and prosecute under the applicable law for any and /or all sums that CFP claims to be due and owing under this contract.
12. The Contractor will not assign or sublet the whole or part of the work except, where if so provided in the contract, and even then only with prior written consent of CFP and such consent, if given shall not relieve the Contractor from any liability or obligation under the contract and he will be responsible for the acts, defaults, neglect, misbehavior of his sub-contractors, agents, servants, workmen as if they were the acts, defaults or neglect of the contractor, his agents, servants or workmen and in that event the company will terminate the contract without any notice and the contractor will not be entitled for any compensation whatsoever.
13. In case of insolvency of the Contractor or sudden demise of the contractor, CFP shall have the right to terminate the contract immediately.
14. "Any increase in taxes/ duties or imposition of new taxes/ duties as made applicable by Central State Govt. or Local Authorities during the contractual period shall be considered and paid except subject to submission of documentary evidence by contractor."

**If any delay in execution of the contract is attributable to SAIL / Force majeure, Any increase in taxes/ duties on account of statutory increase, fresh imposition of any duty or taxes which takes place during such extended period shall be admissible / availed.**

If the delay in execution of contract is attributed to the Contractor, Increase / fresh imposition of taxes and duties during the extended period will be to the account of the contractor. However, same will be admissible to the extent for which CENVAT or setoff is admissible against these losses. Any decrease in taxes and duties during the extended period will be availed of.

15. Contractor will have to arrange timely payment to his resources as per provision of statutory provisions and Minimum wages act and CFP in no way will be responsible for paying any amount / compensation on any account whatsoever to their resources / labours.
16. **PAYMENT OF WAGES & INSURANCE** : Contractor will abide by the provisions of the Factories Act, 1948, Maharashtra Factories Rule, 1963, Worker's compensation act, payment of wages act, Contract Labour (Abolition & Regulation) Act, employees provident fund and Misc. Provision Act 1952 and all other rules & regulation as applicable from time to time. Contractor will make payment to his workers for their wages etc. and SAIL-CFP will not be responsible to make them any payment, the payment of wages is Contractor's sole responsibility. The insurance of his workers materials and equipment etc. will be arranged by Contractor at his cost.
17. **TERMINATION**: If the services found unsatisfactory, the contract / work order will be terminated by giving 3 days' notice or in case of breach of any contractual terms and conditions, the contract will be terminated forthwith without assigning any reason whatsoever without any damage compensation thereof.
18. **RISK & COST**: To make good, the failure, neglect or contravention hereunder will be governed by provisions of respective conditions of the work order. Should the contractor fail to comply with such notice within the stipulated time from the date of service thereof, in the case of failure, neglect or contravention or incapable of being made good within that time or otherwise within such time as may be specified by CFP for the same making good, then and in such case without prejudice to CFP's right under above hereto, CFP will have the option and be at liberty to take the work wholly or in part out of the contractor's hand and shall complete the work envisaged in the contract either departmentally or may assign fresh contract at a minimum possible price to execute the work or any part thereof and provide other materials, tools, tackles or labour for the purpose of completing the work or any part thereof at the sole risk & cost of the Contractor. CFP will be entitled to recover from the contractor the cost thereof or may deduct the same from any money due or that may become due to the Contractor.
19. **DAMAGE TO PROPERTY**: Contractor will be liable to compensate for all losses and or damage to the property of CFP caused by and arising out of either directly or indirectly by negligence or otherwise by their employees. In such cases Contractor has to promptly reimburse the amount for the same to CFP. CFP shall not be liable for any loss or damage to Contractor's property or their

loyees.

20. **INDEMNITY:** That the Contractor shall be responsible to indemnify CFP in case of any award made by the Authority under the Workmen's compensation Act for any death or injury caused to Contractor's employee or agent and he shall also pay all the sum that may be awarded in respect of claims for compensation Act (Act VIII of 1923 and XV of 1933) or and modification or amendment made thereof. The contractor shall also be responsible to make good all costs incurred in connection there with together with any such claims. CFP reserves the right to set apart the amount of compensation from the running bill of the Contractor.
21. If the tenderer has a relative employed in any capacity in SAIL-CFP, he shall inform the authority calling for tenders of the fact when submitting his tender, failing which his contract may be cancelled if the fact subsequently comes to light and he shall be liable to make good to the SAIL-CFP any loss or damage resulting from such cancellation to the like extent provided in the case of cancellation as per the policy of Company.
22. Contractors convicted for any criminal offence involving moral turpitude, economic offence (other than freedom struggle) would not be eligible for allotment of contract. At the time of submission of tenders, the tenderer would be required to submit an undertaking to this effect. However, if the Contractor is awarded a contract, due to suppression of factual information, CFP shall have the right to terminate the contract and forfeit EMD / Security Deposit.
23. **PROCEDURE FOR CLOSURE OF CONTRACT:** For all the contracts valuing above Rs.5 Lakhs, the Contractor has to fulfill the formalities as per CFP's requirement. Contractor has to submit an undertaking on Non-judicial stamp paper that they will not have any further claim on fulfilling the formalities. After contract is closed in all respect (after obtaining necessary approval by the tendering agency of the contract) the Contractor will get back Security Deposit as per terms of the contract.
24. **BANNING OF BUSINESS DEALING:** If it is found during tendering/validity of contract, the tenderer/ bidder/ contractor or his agent/ servant and any other person claiming interest under him indulges in any malpractice/ activity prejudicial to the interest of the Company/ detrimental to the interest of the Company, equipment & property, the tender/ contract may be terminated at once and a ban on business dealings shall be imposed for a specific period under the laid down procedure of the Company.
25. If it is found during the validity of the contract, the contractor or his agent/ servant and any other person claiming interest under him, indulges in any malpractice / activity prejudicial to the interest of CFP/ detrimental to the interest of CFP, equipment & property, the contract may be terminated at once and a ban on business dealings shall be imposed for a specific period under the laid down procedure of CFP.
26. **CONCILIATION :**
  - a. **For Contract upto Rs.5 Lakhs**

"Any dispute or difference whatsoever arising between the parties relating to or arising out of contract, shall amicably settled by conciliation between the parties and the settlement so reached between the parties shall be final and binding on the parties. In case of failure of the conciliatory decision of the Executive Director / Chief executive of SAIL-CFP shall be final and binding on parties".
  - b. **For Contract above Rs.5 Lakhs**

"Any dispute or difference whatsoever arising between the parties relating to or arising out of contract, shall be settled first by conciliation between the parties and the settlement so reached between the parties shall be final and binding on the parties"
  - c. "Reference to arbitration can be made only when the conciliation has failed".
27. **ARBITRATION CLAUSE:** This Arbitration clause is applicable only for contract above Rs.5 Lakhs.

“Any dispute or difference whatsoever arising between the parties and of or relating to the construction, interpretation, application, meaning, scope, operation or effect of this contract or the breach thereof, shall be referred for arbitration by a sole Arbitrator, who shall be nominated by the Executive Director/Chief Executive of SAIL-CFP shall be the Sole Judge to decide the dispute or differences and his award shall be final and binding on the parties. The venue of arbitration is at CHANDRAPUR”.

28. **JURISDICTION:** Dispute, if any arising out of this contract shall be limited to the jurisdiction of Civil Court, Chandrapur – Maharashtra only.
29. All other terms & conditions shall be as per SAIL-S1 available on [www.sailtenders.co.in](http://www.sailtenders.co.in)

## अस्वीकरण/Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority 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. Any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated 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 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 categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. Any ATC clause in contravention with GeM GTC Clause 4 (xiii)(h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
16. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
17. 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 they can raise their representation against the same by using the Representation window provided in the bid details in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to 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; and the Code on Social Security, 2020 as and when notified and brought into force by the Government of India.**

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

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

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

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

This Bid is governed by the [सामान्य नियम और शर्तें/General Terms and Conditions](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in सामान्य नियम और शर्तें/General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement, then it will override the conditions in 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 भाग लेने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।/In terms of GeM GTC clause 26 regarding Restriction 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 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 with this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

**---धन्यवाद/Thank You---**