

बिड दस्तावेज़ / Bid Document

| बिड विवरण / Bid Details | |
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| बिड बंद होने की तारीख/समय / Bid End Date/Time | 08-06-2026 12:00:00 |
| बिड खुलने की तारीख/समय / Bid Opening Date/Time | 08-06-2026 12:30:00 |
| बिड पेशकश वैधता (बंद होने की तारीख से) / Bid Offer Validity (From End Date) | 60 (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 | Rourkela Steel Plant |
| कार्यालय का नाम / Office Name | Materials Management Purchase |
| शिकायत निवारण के संपर्क विवरण / Contact details of Grievance redressal | verma.liline@mjunction.in |
| कुल मात्रा / Total Quantity | 75 |
| वस्तु श्रेणी / Item Category | IDLER W/BRACKET, TROUGH TRNG, RS-5.70. 019 |
| GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS | IDLER W/BRACKET,TROUGH TRNG,RS-5.70.019 |
| GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS | Bracket (Defence), Corner Bracket(BHEL), Mounted Bearings, Brodifacoum 0.005 %w/w BB (Bait Block), Chlorpyriphos 75 %w/w Water-Dispersible Granule (WG), Idler and Idler Sets for Belt Conveyor (V2) Conforming to IS 8598, Corner Brackets, Curtain Pipe, Sider and mounting bracket, Internal Combustion Engine Crankcase Oils for Automotive Application (V2) Conforming to IS 13656, Television Mounting stand |
| अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification | <ul style="list-style-type: none"> • Bracket (Defence) • Brodifacoum 0.005 %w/w BB (Bait Block) • Corner Bracket(BHEL) |
| 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 |

| बिड विवरण/Bid Details | |
|---|--|
| विक्रेता से मांगे गए दस्तावेज़/Document required from seller | Certificate (Requested in ATC),OEM Authorization Certificate,Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer |
| क्या आप निविदाकारों द्वारा अपलोड किए गए 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 |
| 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 |
| 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 |
| Payment Timelines | Payments shall be made to the Seller within 30 days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC) |
| मूल्यांकन पद्धति/Evaluation Method | Total value wise evaluation |
| मध्यस्थता खंड/Arbitration Clause | No |
| सुलह खंड/Mediation Clause | No |

ईएमडी विवरण/EMD Detail

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

ईपीबीजी विवरण /ePBG Detail

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

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

एमआईआई खरीद वरीयता / MII Purchase Preference

| | |
|---|---|
| एमआईआई खरीद वरीयता / MII Purchase Preference | Yes |
| मेक इन इंडिया विक्रेताओं को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% तक की सीमा में है / Purchase Preference to MII sellers 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 amended and applicable time to time) |

एमएसई खरीद वरीयता/MSE Purchase Preference

| | |
|---|-----|
| एमएसई खरीद वरीयता/MSE Purchase Preference | Yes |
| सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं/सेवा प्रदाता को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% / Purchase Preference to MSE OEMs/ Service Provider available upto price within L1+X% | 15 |
| सूक्ष्म और लघु उद्यम मूल उपकरण निर्माता/सेवा प्रदाता को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Percentage of Bid quantity/amount for MSE OEMs/ Service Provider Purchase preference | 25 |

ट्रेड्स भुगतान संबंधी विवरण/TReDS Payment Details

This Bid provides for Trade Receivables Discounting System (TReDS) as Preferred mode of payment. For MSME sellers, payments may be processed through a TReDS exchange in which the Buyer is

registered, subject to applicable policy and regulatory guidelines. Accordingly, sellers intending to avail payment through TReDS are required to be registered with at least one TReDS exchange in which the buyer is registered.

1. Preference to Make In India products (For bids < 200 Crore): Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate .The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023.

[OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017 and its subsequent Orders/Notifications issued by concerned Ministry .Benefits of MSE will be allowed only if seller/service provider is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

2. **Purchase preference to Micro and Small Enterprises (MSEs):** Purchase preference will be given to MSEs having valid Udyam Certificate and whose credentials are validated online through Udyam Registration portal as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service, and Buyer will decide eligibility for purchase preference based on documentary evidence submitted in case of product bids, whereas in case of services the eligibility is automatically validated. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 25% (selected by Buyer) percentage of total quantity. The buyers are advised to refer the [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

3. Reverse Auction would be conducted amongst all the technically qualified bidders except the Highest quoting bidder. The technically qualified Highest Quoting bidder will not be allowed to participate in RA. However, H-1 will also be allowed to participate in RA in following cases:

- i. If number of technically qualified bidders are only 2 or 3.
- ii. If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.
- iii. In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
- iv. If L-1 is non-MSE and H-1 is eligible MSE and H-1 price is coming within price band of 15% of Non-MSE L-1
- v. If L-1 is non-MII and H-1 is eligible MII and H-1 price is coming within price band of 20% of Non-MII L-1

If the buyer has mentioned MSE purchase preference in ATC then service provider is required to upload necessary documents for MSE purchase preference for verification by the buyer during evaluation.

IDLER W/BRACKET, TROUGH TRNG, RS-5.70. 019 (75 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](#)

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 |

अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

DrawingDocument1

[View](#)

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

| क्र.सं./S.N o. | परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer | पता/Address | मात्रा /Quantity | डिलीवरी के दिन/Delivery Days |
|-------------------|---|--|------------------|---------------------------------|
| 1 | Ajay Prasad | 769011,MODERNISATION STORES, SAIL ROURKELA STEEL PLANT | 75 | 150 |

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

1. Generic

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity up to 25% of the contracted quantity during the currency of the contract at the contracted rates. The delivery period of quantity shall commence from the last date of original delivery order and in cases where option clause is exercised during the extended delivery period the additional time shall commence from the last date of extended delivery period. The additional delivery time shall be $(\text{Increased quantity} \div \text{Original quantity}) \times \text{Original delivery period (in days)}$, subject to minimum of 30 days. If the original delivery period is less than 30 days, the additional time equals the original delivery period. The Purchaser may extend this calculated delivery duration up to the original delivery period while exercising the option clause. Bidders must comply with these terms.

2. Generic

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

3. Generic

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

4. Generic

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

5. Scope of Supply

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

6. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

ELIGIBILITY CRITERIA->

The bids submitted by sellers who have been specifically invited against this bid shall only be considered for evaluation. Offers received from other bidders shall be treated as unsolicited bids in instant procurement case and will not be considered.

However, bids submitted by authorized dealers of the invited manufacturers shall be considered, provided they submit a valid authorization letter from the respective manufacturer who has been specifically invited against this bid. The authorization letter must clearly confirm the dealer's authority to bid on behalf of the manufacturer for this tender.

However firm(s) interested to be registered as a seller to SAIL, should fill the vendor registration form hosted on the SAIL Tenders website (www.sailtenders.co.in) and complete the due process of registration with SAIL Plants/units. The standard registration process of SAIL-RSP shall then be followed to assess and register eligible suppliers.

This information is provided solely to explore the possibility of expanding the vendor base, where required, and should not be construed as a purchase enquiry. Future purchase enquiries may be issued to such suppliers if they are successfully registered.

REQUIREMENT DESCRIPTION->

TRAINING IDLER WITH BRACKET FOR 1000MM BELT.

SPECIAL TERMS & CONDITIONS->

- 1)SUPPLIER'S MONOGRAM TO BE VISIBLY MARKED/EMBOSSSED ON THE BODY OF THE MATERIAL.
- 2)FREE MOVEMENT OF IDLERS AND GUIDE ROLLERS ARE TO BE ENSURED.
- 3)THE MAKE OF THE BEARINGS SHALL BE SKF/SCHAFFLER/TIMKEN/NTN/NSK ONLY.
- 4)MATERIAL TEST CERTIFICATE FROM NABL ACCREDITED LAB. , GUARANTEE CERTIFICATE TO BE SUBMITTED ALONG WITH SUPPLY.
- 5)FOR BEARINGS, CERTIFICATE FOR COUNTRY OF ORIGIN SHALL BE SUBMITTED.
- 6)DELIVERY IS THE ESSENCE OF THE CONTRACT. DELIVERY SHALL BE ENSURED WITHIN 150 DAYS OF PLACEMENT OF PO.

DELIVERY REQUIREMENT

WITHIN 150 DAYS FROM PLACEMENT OF ORDER

GUARANTEE CLAUSE->

GUARANTEE FOR PERFORMANCE AND MANUFACTURING DEFECTS FOR A PERIOD OF ONE YEAR FROM THE DATE OF INSTALLATION OR 18 MONTHS FROM THE DATE OF DELIVERY, WHICHEVER IS EARLIER.

PRICE VARIATION CLAUSE ->

FIRM TILL DELIVERY

PACKAGING CLAUSE->

SUITABLY PACKED SO THAT NO DAMAGE DURING TRANSIT AND STORAGE

INSPECTION AGENCY->

BY MM DEPT.

INSPECTION TERM->

ON THE BASIS OF FITMENT CERTIFICATE, GUARANTEE CERTIFICATE AND MATERIAL TEST CERTIFICATE SUBMITTED BY THE PARTY.

PLACE OF INSPECTION->

AT RSP MODN.STORE.

**** FIRM TO NOTE THE FOLLOWING:**

- 1) AUTHORIZED AND COMPETENT PERSON OF THE FIRM SHOULD PUT THEIR SEAL AND SIGNATURE ON FORMAT FOR BID DECLARATION IN LIEU OF EMD ,FILLED COMMERCIAL DATA SHEET,SELF CERTIFIED DOCUMENT FOR MAKE IN INDIA COMPONENT (AS PER ANNEXURE A(i)GIVEN IN BID) IS TO BE SUBMITTED WITH THE BID .
- 2) GUIDELINES ON BANNING OF BUSINESS DEALINGS WITH SAIL IS AVAILABLE ON SAIL TENDER WEBSITE <https://sailtenders.co.in> AND IS APPLICABLE FOR THIS

BID.

3) RPN CLAUSE: SUBJECT TO THE TERMS AND CONDITIONS OF THE GEM CONTRACT, IF THE SUPPLIER NEGLECTS OR FAILS TO PERFORM THE CONTRACT BY THE TIME OR TIMES AGREED UPON, FOR ANY REASON OTHER THAN FORCE MAJEURE, THE PURCHASER AFTER HAVING COME TO KNOW OF SUCH NEGLIGENCE OR NONPERFORMANCE, AFTER GIVING 14 TO 30 DAYS' NOTICE TO THE SELLER TO RECTIFY OR SUCH ANY EXTENDED PERIOD THAT THE SELLER AND PURCHASER MAY ACTION FOR SUPPLY OF SIMILAR MATERIALS, MITIGATING ANY LOSSES, AT THE RISK AND COST OF THE SUPPLIER AS FAR AS THE UNDELIVERED QUANTITY IN THAT DELIVERY PERIOD IS CONCERNED. THE RIGHT OF THE PURCHASER FOR RISK PURCHASE ACTION IS IN ADDITION TO THE RIGHT OF PURCHASER TO TERMINATE THE CONTRACT DUE TO THE FAULT OF THE SUPPLIER. THE PRICE DIFFERENTIAL IN CASE OF HIGHER COST TO RSP SAIL, IF ANY, SHALL HAVE TO BE BORNE BY THE DEFAULTING SUPPLIER. RSP RESERVES THE RIGHT TO RECOVER THE PRICE DIFFERENTIAL FROM PENDING BILLS OF THE SUPPLIER IN OTHER SAIL UNITS. MOREOVER THE DEFAULTING SUPPLIER SHALL HAVE NO CLAIM OVER THE QUANTITY, WHICH THEY FAILED TO SUPPLY.

4) LATEST UDYAM REGISTRATION CERTIFICATE TO BE ATTACHED FOR MSE PREFERENCE & FOR MII THE FIRM MUST ATTACH SELF DECLARATION REGARDING THEIR STATUS AS CLASS 1/CLASS 2 SUPPLIER . PERCENTAGE OF LOCAL CONTENT OF THE TENDERED MATERIAL AND PLACE WHERE VALUE ADDITION IS BEING MADE TO BE MENTIONED IN THE MAKE IN INDIA DECLARATION DOCUMENT AND DECLARATION OF MII SHOULD BE FROM MANUFACTURER.

5) BIDDERS ARE NOT REQUIRED TO UPLOAD SIGNED COPY OF THE BID AGAIN. ONLY RELEVANT DOCUMENT(S) ARE TO BE UPLOADED FOR TECHNICAL AND COMMERCIAL SCRUTINY. SUBMISSION OF ADDITIONAL DOCUMENTS BEYOND THE REQUIREMENT, SHALL NOT BE TAKEN COGNIZANCE OF.

6) THE TAX INVOICE (S) SHOULD MANDATORILY CONTAIN THE GSTIN OF THE CONSIGNEE AND RSP BACK UP PO NUMBER FOR REFERENCE.

7) SUPPLIER SHALL ENSURE THAT THE INVOICE IS RAISED IN THE NAME OF CONSIGNEE WITH GSTIN OF CONSIGNEE ONLY.

8) BIDDER'S OFFER IS LIABLE TO BE REJECTED IF THEY DON'T UPLOAD ANY OF THE CERTIFICATES / DOCUMENTS SOUGHT IN THE BID DOCUMENT, ATC AND CORRIGENDUM IF ANY.

9)WHILE GENERATING INVOICE IN GEM PORTAL, THE SELLER MUST UPLOAD SCANNED COPY OF GST INVOICE AND THE SCREENSHOT OF GST PORTAL CONFIRMING PAYMENT OF GST.

10) NOTWITHSTANDING THE INDICATION OF "NUMBER OF SOURCES" IN THE BIDDING DOCUMENT, ORDER ALLOCATION SHALL BE GOVERNED BY THE APPLICABLE GOVERNMENT OF INDIA PURCHASE PREFERENCE POLICIES (MSE & MII) AND THE INTERNAL ALLOCATION GUIDELINES OF RSP, AS AMENDED FROM TIME TO TIME. BIDDERS ARE ADVISED TO NOTE THAT THE INDICATION OF SOURCES DOES NOT OVERRIDE THESE MANDATORY PROVISIONS, WHICH SHALL PREVAIL AT THE TIME OF FINAL ORDER PLACEMENT .

GUIDELINES RELATED TO SCRUTINY OF SUBMITTED DOCUMENTS

Each tender enquiry which stipulates eligibility conditions and corresponding supporting documents, shall also incorporate a standard clause as below:

- i) SAIL reserves the right to verify any supporting document(s) submitted by a participating tenderer/bidder from its source (document issuing authority).
- ii) In the interest of expeditious completion of verification, a participating tenderer / bidder shall provide a list of each supporting document on its letter-head as per "Annexure-S", along with the contact details (postal address, email address, landline / mobile number) of the issuing authority of each supporting document for verification.
- iii) 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.
- iv) In case a supporting document or information is found to be fake/forged/tampered/ non-genuine at any stage during tendering process & even after placement of Purchase Order / Work Order, the tenderer/bidder is liable for punitive actions as per extant guidelines of SAIL.

*In case any specific adverse report is received against a tenderer, as an information or upon enquiry made by SAIL, in respect of capabilities and performance of the tenderer, after receipt of tender (even after opening of price bid), the quotation/ tender submitted by such tenderer

is liable for rejection*

BIDDERS TO NOTE:

1. DECLARATION BY BIDDER(s):

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

I. Non-collusion:

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

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

- a. prices;
- b. methods, factors or formulas used to calculate prices;
- c. an intention or decision to submit a bid;
- d. an intention or decision to withdraw a bid;
- e. the submission of bid that does not conform with the requirements of the tender;
- f. the quality, quantity, specifications or delivery particulars of the products or services to which this tender relates;and
- g. the terms of the bid

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

Note:

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

- a. the Plants/ Units, Steel Authority of India Limited
- b. a joint venture partner, where joint venture agreements, arrangements, relevant to the bid exist and which are notified to Steel Authority of India Limited;
- c. consultants or sub-contractors, provided that the communications are held in strict confidence and limited to the information required to facilitate that particular consultancy arrangement or sub-contract;
- d. professional advisers, provided that the communications are held in strict confidence and limited to the information required for the

adviser to render their professional advice in relation to the Tender;

e. insurers or brokers for the purpose of obtaining an insurance quote, provided that the communications are held in strict confidence and limited to the information required to facilitate that particular insurance arrangement; and

f. Banks for the purpose of obtaining financing for the contract, provided that the communications are held in strict confidence and limited to the information required to facilitate that financing.

2. UNDERTAKING FOR NON-COLLUSIVE TENDERING:

I/We undertake and warrant that our bid was not prepared with any agreement, arrangement, communication, understanding, 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 with the requirements of the tender; vi) the quality, quantity, specifications or delivery particulars of the products or services to which this tender relates; and vii) the terms of the bid, and we also undertake that we will not, prior to the award of the 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 duly 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 complete 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 tender submitted including the annexures thereto.

I/We understand that at any time during process of evaluation of tender or at any time after award of contract, if any information / document submitted by me / us are found to be suppressing facts / forged / false / fabricated / fudged or incorrect, it shall lead to forfeiture of the EMD/SD and Performance Guarantee, if submitted, besides any other action provided in the contract including banning under the extant Guidelines for Banning of Business Dealings of SAIL and initiating any legal action as deemed fit. Further, I/we and all my/ our constituents understand that my/ our offer shall be summarily rejected

5. 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 the tender or during the execution of the contract thereafter and if I/We notice any such incident happening, I/We shall report to SAIL Vigilance.

6. 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 dated 23.07.2020 with respect to the compliance related to land border sharing requirements and subsequent amendments thereto as applicable, on the date of submission of tender and at the time of Placement of Contract.

7. CONFLICT OF INTEREST (IF APPLICABLE):

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

8. I/We declare that I /We have disclosed any previous transgressions of

code of integrity with any entity in any country 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.

9. I/We undertake that we have read, understood and accepted the General Terms and Conditions of Contract of Purchase (SAIL-P1) or General Terms and Conditions of Contract for Procurement of Services (SAIL S-1), as applicable and shall be binding on us in addition to other terms and conditions mentioned in the tender document.

10. In case documents furnished by a bidder are found to be fake/forged/tampered/non-genuine, action shall be taken as per extant guidelines of SAIL.

11. In the case of a tender where price is discovered but order is yet to be placed and documents of the lowest bidder (L-1) are found fake/forged/tampered/non-genuine, the firm should be suspended and the bid of such suspended firm shall be ignored. The next lowest firm shall be considered as L-1 and in such case documents of new L1 firm should be verified and it would be prudent to negotiate with the new L1 firm.

12. Deviations to the above guidelines should be rare. In exceptional cases, deviations may be permitted with recorded reasons and specific approval of Director / Director in Charge / Head of Unit of the respective Plant / Unit. The case wise deviations approved shall be communicated to CMMG.

13. These guidelines shall supersede all the existing guidelines and may be reviewed by CMMG from time to time. Modifications, if any, to these guidelines shall be effected by CMMG with the approval of the Competent Authority.

7. Buyer Added Bid Specific ATC

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

अस्वीकरण/**Disclaimer**

The Additional Terms and Conditions (ATC) have been incorporated by the Buyer after approval of their Competent Authority. The Buyer is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any restriction arising in the bidding process due to these ATCs and including the modification of technical specifications and / or terms and conditions governing the bid. All representations / grievances pertaining to the ATC clauses shall be raised with the buyer organization directly and not with GeM. If any of the clause(s) is/are incorporated by the Buyer regarding the following, the bid & resultant contract shall be treated as null & void. Further, GeM reserves the right, at its sole discretion, to cancel the bid forthwith, without issuance of any prior notice or intimation :-

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

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

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

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

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

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

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

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

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

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

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

---धन्यवाद/Thank You---