

बिड दस्तावेज़ / Bid Document

बिड विवरण / Bid Details	
बिड बंद होने की तारीख/समय / Bid End Date/Time	04-03-2026 12:00:00
बिड खुलने की तारीख/समय / Bid Opening Date/Time	04-03-2026 12:30:00
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	Rourkela Steel Plant
कार्यालय का नाम / Office Name	Materials Management Purchase
कुल मात्रा / Total Quantity	285
वस्तु श्रेणी / Item Category	ANHYDROUS AMMONIA, LIQ, GR-I, IS662/1980
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	ANHYDROUS AMMONIA, LIQ, GR-I, IS662/1980
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Anhydrous Ammonia Conforming to IS 662, All in One PC (V2), Caffeine Anhydrous, Ammonia solution 25%, Ammonia Printing Machine, Sodium Bromide Anhydrous, Microscopes - Pathological and Research as per IS 4381, IS 5204, IS 4381, IS 5204, Dextrose Anhydrous (V2), Clevenger Apparatus I, Metal Shelving Racks (Adjustable Type) conforming To Is 1883 (V2)
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	<ul style="list-style-type: none"> Anhydrous Ammonia Conforming to IS 662
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	Experience Criteria, Bidder Turnover, Certificate (Requested in ATC), Additional Doc 1 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer

बिड विवरण/Bid Details	
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	4
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
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईएमडी राशि/EMD Amount	100000

ईपीबीजी विवरण /ePBG Detail

आवश्यकता/Required	No
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(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने है। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।/EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.

(b).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 :

Steel Authority of India Ltd
Materials Management Purchase, Steel Authority of India Ltd, Rourkela Steel Plant, Rourkela
(Sail-rourkela Steel Plant)

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

[OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

2. Purchase preference will be given to MSEs having valid Udyam Registration 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. 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 decide eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid. 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. 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. 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.

ANHYDROUS AMMONIA, LIQ, GR-I, IS662/1980 (285 tonne)

(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.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Pramod Kumar Biswal	769011,Office of GM I/c Stores & Inspection, Rourkela Steel Plant, Rourkela	285	90

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

1. Scope of Supply

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

2. Generic

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

3. 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.

4. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

This bid is an extension of SAIL-RSP's tender ref. GEM/2025/B/6174757 dtd 26.04.2025, extension tenders ref. GEM/2025/B/6351623 dtd 25.06.2025, GEM/2025/B/6697206 dtd 18.09.2025 & GEM/2025/B/7010742 dtd 19.12.2025. By participating in this bid, the bidder is accepting all terms & conditions of the above referred tender enquiry as well.

All the pre-qualified, techno-commercially suitable bidders against the above referred tender enquiries are not required to submit any documentary evidence in support of the eligibility criteria; all such bidders will only submit their (new) price bids against this bid.

* The total annual requirement of the material is 1125 Ton, out of which order has been placed for 4 lots of 210 Ton each ie. 840 Ton. The offers against this bid will be techno-commercially evaluated based on the total annual requirement but the eligibility will be for the actual balance quantity of 285 Ton (last lot). The price discovery & RA against this bid will be done for 285 Ton quantity.

I. ELIGIBILITY CRITERIA

i. The firm should be a manufacturer/ supplier of liquid ammonia.*

ii. Average annual financial turnover during last 3 years ending on 31st March of previous financial year (ie. upto FY2023-24) should be atleast Rs.164.80 Lakhs. Audited annual report (balance sheet and profit & loss account) with valid UDIN are to be submitted.

iii. Firm must have supplied (in single or multiple orders) minimum 600 Ton of liquid ammonia to a ny Govt. Organisation/ PSE/ public limited/ private limited company during consecutive 12 months any one of last 5 years ending last day of month previous to the one in which tenders are invited. Order copies and documentary proof of supply to be submitted (in case tenderer has supplied required qty to SAIL-RSP during above period, they shall only mention purchase order no, date, qty and Invoice no, date & qty).

* Relevant documentary evidence is to be submitted - in case the bidder is a manufacturer of liquid ammonia, the bidder will be required to submit relevant documents to prove the manufacturer status. In case the bidder is participating as a supplier, valid authorization from the OEM may be submitted in support.

** Non-submission of the documents towards fulfillment of eligibility criteria of the bid as listed above, during bid submission, may lead to rejection of the bid.

*** Bidders who were found to be techno-commercially suitable against SAIL-RSP's tender ref. GEM/2025/B/6174757 dtd 26.04.2025 and/or extension tenders ref. GEM/2025/B/6351623 dtd 25.06.2025, GEM/2025/B/6697206 dtd 18.09.2025 & GEM/2025/B/7010742 dtd 19.12.2025 are not required to submit any documentary evidence in support of the eligibility criteria. All such bidders are required to only submit the duly-filled Annexure-B (attached in the GeM bid) along-with submission of the new price bids. All such bidders may not submit further EMD against this tender, if existing EMD submitted against any of the above referred tenders was retained by SAIL-RSP.

II. SPECIAL TERMS & CONDITIONS

1) The tenderer must accept the tendered specification. Offer(s) not confirming to tender specification shall be summarily rejected.

2) The supplier should ensure that the ammonia tankers & crew should have valid license to transport Liquid ammonia before loading. The driver of the vehicle should carry Transport Emergency card (TREM Card) issued by the supplier / employer including the important instructions to be followed by him/ her.

3) Necessary safety precautions are to be taken during loading of the tankers.

4) The delivery of liquid anhydrous ammonia shall be in multiples of full tanker capacity and within the order qty. Remaining quantity that has not been received will be foreclosed. The bidder may indicate the size of tankers to be used for supply of material.

5) The delivery of the material shall commence within five days of contract placement, unless communicated otherwise by SAIL-RSP.

6) Subsequent material supply will be as per SAIL-RSP requirement & shall be communicated to the supplier by SAIL-RSP. Any change in delivery pattern will be communicated to the supplier by SAIL-RSP, within 1 week in advance.

7) Bidders to offer delivery terms - FOR RSP Stores; freight and insurance to be borne by the supplier, without any charges to RSP. No detention charge will be applicable.

8) Since weighment result of one Weigh Bridge differs from another weigh bridge, the lowest weight among the two (i.e. weight at SAIL-RSP weigh bridge and invoice weight) will be considered for payment.

9) The material should conform to specification & should lead to satisfactory performance in Synthesis gas plant, SSM. Material test certificate (MTC) is to be submitted with each consignment.

10) Material is to be unloaded at SSM site of SAIL-RSP.

11) Price variation clause: Firm till delivery.

12) Payment term: Standard payment term as per GeM.

13) In case of requirement, the order quantity may be increased by upto 25% within the tenure of the contract and the order validity shall be extended accordingly, unilaterally by SAIL-RSP, with the same terms and conditions of the contract. Bidders will be required to confirm acceptance of the above in the techno-commercial offer.

14) SAIL-RSP reserves the right to fore-close the order with 15 days prior intimation to the supplier.

III. COMMERCIAL TERMS AND CONDITIONS:-

1) Bidders shall indicate the percentage of "LOCAL CONTENT" for the item and submit details of the location(s) at which the local value addition is made (This is to be submitted along with the Techno-commercial Bid). In case of participation by dealers/ suppliers, such bidders are required to submit the Local Content declaration from the OEM/ Manufacturer, for availing MII Purchase Preference. Quotation of "NON-LOCAL" suppliers shall be summarily rejected without any reference to the bidder.

2) Preference to MSEs/ Local MSEs will be as per the 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 or any internal allocation guidelines of SAIL-RSP, as amended from time to time. Vendors claiming MSE benefits are required to submit valid UDYAM REGISTRATION CERTIFICATE along with the Techno-commercial Bid, for consideration.

3) Applicable GST, HSN Code of Material, GSTN shall be quoted clearly.

4) The following may be noted regarding techno-commercial evaluation and price discovery:-

(a) THE TECHNO-COMMERCIAL BIDS WILL REMAIN VALID FOR **12 MONTHS (360 DAYS)** FROM THE DATE OF TENDER OPENING. THE TECHNO-COMMERCIAL OFFERS OF THE ELIGIBLE BIDDERS AGAINST THIS BID SHALL BE FROZEN FOR THE BALANCE TENDERED QUANTITY. The price bids will remain valid for 90 days.

(b) SAIL-RSP reserves the right to discover the price, through Reverse Auction(RA), among the techno-commercially qualified bidders.

(c) The total annual requirement of the material is 1125 Ton, out of which order has been placed for 4 lots of 210 Ton each ie. 840 Ton. The offers against this bid will be techno-commercially evaluated for the balance quantity of 285 Ton (ie. last lot). The price discovery & RA against this bid will be done for 285 Ton quantity.

(d) The prices discovered will remain firm for the corresponding phase of delivery as per the GeM contract.

(e) The RA will be conducted in GeM as per GeM RA procedure.

(f) Since the offer submission and price discovery will be done through GeM portal, **the prices quoted will be on landed cost basis, inclusive of GST and all taxes/ duties (unless otherwise specified in Special Terms of ATC).**

5. Bidders are required to submit EMD as stipulated above.

IV. DELIVERY REQUIREMENT:

1. The requirement of liquid anhydrous Ammonia is approx. 70 MT/month. The effective storage capacity at SSM site is approx 100 MT. The delivery of material will be done through road tankers.

2. The delivery of the material shall commence (tentatively) within five days of contract placement, unless communicated otherwise by SAIL-RSP.

3. Subsequent material supply will be regulated by SAIL-RSP, to maintain safety stock of 25 MT at SSM site. Any change in delivery pattern will be communicated to the supplier by SAIL-RSP, one week in advance.

V. GUARANTEE CLAUSE: MTC is to be submitted with each consignment. The material should conform to specification & should lead to satisfactory performance in the Synthesis Gas plant, SSM.

VI. PRICE VARIATION CLAUSE: Firm till delivery.

VII. INSPECTION TERM:

1. Inspection shall be done by Area In-charge, ACU, SSM, at site, after receipt.

2. Material data, safety data & GC/TC are to be provided by supplier along with each consignment.

3. Acceptance of the material shall be based on GC/ TC of each consignment.

BIDDERS TO NOTE:

1. Bidder(s) must submit filled Annexure-A, Annexure-B (Format for undertaking by the bidder) & Annexure-S (details of supporting documents for verification), along with the offer. Formats attached in the bid document.

2.a. The offers of bidder(s) whose performance in SAIL-Rourkela Steel Plant (RSP) have been found to be unsatisfactory may not be considered and SAIL-RSP reserves the right to summarily reject such offers during any stage of tender, including and after price discovery.

2.b. In case any adverse report is received against a bidder, as an information or upon enquiry made by SAIL, in respect to capabilities and performance of the bidder, after receipt of the tender (even after opening of price bid), the quotation/ tender submitted by such bidder will be liable to be r

ejected on the grounds of the adverse report(s) received.

3.a. EMD exemption shall be applicable to the firms mentioned vide clause 4. xiii (m) of GeM GTC, for which firms shall submit the desired document & category for exemption.

3.b.

i. EMD may be submitted in the form of online transfer, Demand Draft (DD), Banker's cheque, Bank Guarantee (BG) or Fixed Deposit Receipt (FDR) from any scheduled Commercial Bank except Co-operative and Gramin Bank. In case of submission of EMD in any offline form as above, the hard copy of the same will have to be submitted directly to SAIL-RSP within five (05) days of bid opening in Sealed Envelope super scribing the tender/ bid reference, Due Date & the words "EMD for LIQUID ANHYDROUS AMMONIA FOR SSM" at the following address:-

To,
The Deputy Manager (MM-Purchase)
Fifth Floor, MM (Purchase)
Room no-522, Administration Building
Rourkela Steel Plant
Steel Authority of India Limited,
Rourkela - 769011 (Odisha)

The name/address of the Bidder should be mentioned on the envelope for clear and easy identification. The scanned copy of the same & supporting document (as applicable) shall be uploaded by bidder in the online bid.

ii. However, EMD, in the form of cash shall not be accepted.

iii. In case any bidder intends to submit EMD in the form of BG, such bidders may kindly submit the BG in the format attached with this bid (refer Clause #5. Buyer Added Bid Specific ATC - Buyer uploaded ATC document).

iv. Unless otherwise specified, EMD should be valid for 6 months and should be suitably extended by the bidder as and when a request to do so is made.

v. Forfeiture of EMD - The EMD shall be forfeited if:-

- Bidder withdraws or modifies its Bid/ Offer on its own during the period of Bid/ Offer validity specified by the Bidder.
- In the case a successful Bidder fails to accept/honor the Notification of Award/ Letter of Acceptance (LOA) in accordance with the contract/ tender terms.
- In case of any documents/ information submitted by the bidder(s) are found to be false or containing the misrepresentation or having any fraudulent declaration in it.

vi. Offers without requisite EMD/ EMD exemption confirmation will be summarily rejected.

3.c. The designated agency for clause 4.xiii (m) viii of GeM GTC may be read as "SAIL plants & its subsidiaries".

4.

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 contract details (Postal address, e mail 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.

5. Only Class I/Class II Local suppliers are eligible to participate in this bid. For all such participating bidders, it is mandatory to submit adequate documentation to establish their status as Class I/Class II Local supplier. The bidder(s) shall submit an undertaking declaring the percentage of local content for the materials quoted in the bid. The undertaking of Local Content declaration to be submitted by the bidder shall be as per extant guidelines as issued by Government of India.

6. Other terms

i. NO DEVIATIONS ARE ACCEPTABLE. By submitting offer against this bid, the bidder is accepting a

II terms & conditions of the bid as well as GeM terms & conditions.

ii. All prices quoted in GeM will be on landed cost basis, inclusive of GST and all taxes/ duties(unless otherwise specified in Special Terms of ATC).

iii. Bidders are requested to update the firm's GST registration status prior to participating in the bid. Since all prices to be quoted in GeM are on landed cost basis, inclusive of GST and all taxes/ duties, the case will be evaluated accordingly.

iv. Only relevant document(s) are to be uploaded for technical and commercial scrutiny. Submission of additional documents beyond the requirement will not be taken cognizance of. By participating in the bid, the Bidder agrees to comply with all terms and conditions without making any alterations, additions, or modifications. Any attempt by the Bidder to include additional terms or clauses in the bid document may result in the bid being rejected by the Buyer at any stage of the evaluation process. The Buyer reserves the right to take appropriate action, including but not limited to disqualification of the Bidder, cancellation of the bid and cancellation of order, at its sole discretion.

v. Bidders to compulsorily submit the duly-filled Annexures with stamp and signature of authorized representative, as part of online offer.

vi. Any technical query/ clarification, is to be routed through the pre-bid representation functionality available against this bid.

vii. Risk purchase (RPN) clause: Subject to the terms and conditions of this Agreement, if the Supplier neglects or fails to perform the Agreement 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 non-performance, after giving 14 to 30 days notice or any such extended period that the Supplier and Purchaser may mutually agree, to the Supplier 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 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 SAIL, if any, shall have to be borne by the defaulting Supplier. Moreover, the defaulting Supplier shall have no claim over the quantity, which they failed to supply.

viii. Before dispatching the material, seller(s) must ensure the following:-

- a. GeM contract is duly accepted.
- b. GeM fees has been paid (if any, for contract acceptance)
- c. GeM contract should remain valid till receipt of material at consignee location.
- d. Invoices have been created in GeM, confirming dispatch of material

ix. SAIL-RSP will be placing back-up order against GeM contract(s) on successful bidder(s). SAIL-RSP's back-up purchase order, however, will be released only after acceptance of contract by seller in GeM. The concerned bidder has to mention the back-up order number in the invoices for proper accounting of material upon receipt in RSP.

x. Further, non-compliance of the requisites in "viii" & "ix", shall be at the risk of the vendor and any delay(s) arising out of such non-compliance, shall be on vendor's account.

5. **Buyer Added Bid Specific ATC**

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

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. 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.
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 bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

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.

[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---