

**बिड दस्तावेज़ / Bid Document**

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	16-03-2026 19:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	16-03-2026 19:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	120 (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	Contract Cell Works Office
वस्तु श्रेणी /Item Category	Custom Bid for Services - REPAIR AND REPLACEMENT OF MAIN BALANCER BOGIE OF CR#2131
समान श्रेणी/Similar Category	<ul style="list-style-type: none"> <li>Repair, Maintenance and Installation of Plant/ Systems/Equipments</li> </ul>
अनुबंध अवधि /Contract Period	1 Year(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	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
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेन्ू 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

**बिड विवरण/Bid Details**

दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / <b>Number of days for which Bid would be auto-extended</b>	7
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	No
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	4 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

**ईएमडी विवरण/EMD Detail**

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

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

**एमआईआई अनुपालन/MII Compliance**

एमआईआई अनुपालन/MII Compliance	Yes
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1. 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 would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

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.

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

Scope of Work:[1772282570.pdf](#)

Payment Terms:[1772282582.pdf](#)

Penalties:[1772282593.pdf](#)

GEM Availability Report ( GAR):[1772282603.pdf](#)

Undertaking of Competent Authority is mandatory to create Custom Bid for Services. Please download standard format document and upload:[1772282614.pdf](#)

**Custom Bid For Services - REPAIR AND REPLACEMENT OF MAIN BALANCER BOGIE OF CR#2131 ( 1 )**

**तकनीकी विशिष्टियाँ /Technical Specifications**

विवरण/ Specification	मूल्य/ Values
<b>कोर / Core</b>	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	REPAIR AND REPLACEMENT OF MAIN BALANCER BOGIE OF CR#2131
Regulatory/ Statutory Compliance of Service	YES
Compliance of Service to SOW, STC, SLA etc	YES
<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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**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**

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

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	Quantity	अतिरिक्त आवश्यकता /Additional Requirement
1	Boggavarapu Surya Bhaarat	769011,Contract Cell (Works) Office of GM I/c, CC(W), Near administrative Building , SAIL, Rourkela Steel Plant , Rourkela-769011	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 percent 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 Added text based ATC clauses

INVITATION TO TENDER -PR NO:686/2582001429/01/00/GeM/2026/B/....

SUB: REPAIR AND REPLACEMENT OF MAIN BALANCER BOGIE OF CR#2131.

We Request you to submit your item wise lowest best offer as mentioned

below:

ITEM NO	ITEM CODE	ITEM DESCRIPTION	QTY	UNIT
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10.	4004304658	REPAIR OF MAIN-	1.000	AU
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BALANCER BOGIE

Scope of work: REPAIR OF MAIN BALANCER BOGIE

1.01: CRANE IS TO BE PARKED AT THE PARKING AREA.PARK THE MAIN TROLLEY AND AUX.TROLLEY ON THE OPPOSITE SIDE.

1.02: ALL THE JOINT BOLTS OF MAIN BALANCER MOUNTING BRACKET ARE TO BE OPENED. ALL STAY PIECES TO BE GAS CUT &REMOVED. BOTH THE FLOATING SHAFTS ARE TO BE OPENED OUT FOR FREE MOVEMENT OF THE BALANCER BOGGIE.

1.03: BUFFER MOUNTING BRACKET(BOX ALONG WITH BUFFER) IS TO BE GAS CUT AND LOWERED DOWN AND KEPT A SIDE.

1.04: FABRICATE TEMPORARY JACKING PAD ON THE END CARRIAGE AS PER SITE INCHARGE INSTRUCTION.

1.05: JACK THE MAIN GIRDER AS PER REQUIREMENT FOR REMOVAL OF MAIN BALANCER. REQD 200T JACKS WILL BE GIVEN BY RSP.

1.06: BALANCER BOGGIE ALONG WITH MOUNTING BRACKET IS TO BE OPENED OUT AND MOVED ALONG THE TRACK AND TO BE ANCHORED PROPERLY WITH THE PLATFORM & GANTRY STOPPER.

1.07: ANCHOR BOTH THE AUXILIARY BALACER ON THE GANTRY GIRDER AND ERRECT TEMPORARY WORKING PLATFORMS.

1.08. MAIN BALANCER BOGIE IS TO BE OPENED AND LOWERED DOWN WITH THE HELP OF REPAIR TROLLEY/ MOBILE CRANE. MOBILE CRANE WILL BE PROVIDED BY RSP.

1.09: THE MAIN BALANCER CRACK IS TO BE REPAIRED PROPERLY AS PER SITE INCHARGE INSTRUCTION AND IT IS TO BE CLEANED THROUGHLY FOR PREPARATION OF DRAWING.

1.10: AFTER COMPLETION OF REPAIR ACTIVITY THE MAIN BALANCER BRACKET IS TO BE LIFTED UP AND POSITIONED OVER BOTH THE AUX BALANCER.

1.11: BALANCER BOGIE ASSLY IS TO BE PULLED INSIDE TO ITS ORIGINAL POSITION & FITTED BACK. ALL STAYBLOCKS ARE TO BE WELDED PROPERLY. FLOATING SHAFT ASSLYS ARE TO BE FITTED BACK. BUFFER MOUNTING BRACKET TO BE POSITIONED & WELDED PROPERLY.

1.12: THE JACKING PAD OVER END CARRIAGE IS TO BE GAS CUT AND REMOVED.

1.13: ALL DRIVES ARE TO BE TESTED IN POWER & LOAD TESTING IS TO BE DONE WITH 100% LOAD. CRANE IS TO BE HANDED OVER AFTER REMOVING ALL LOOSE MATERIALS FROM THE CRANE.

NOTE: FOR WELDING,LOW HYDROGEN ELECTRODE,AWS-E 7018,GRADE SUPRATHERM OF M/S D &H/36H OFM/S ESAB/ SUPABASE OF M/S ADVANI ONLY TO BE USED BY THE PARTY.

UOM - 1 AU = COMPLETION OF ALL ACTIVITIES AS PER ABOVE SCOPE OF WORK.

LABOUR,SERVICE & LIKE CHARGES % : 100.00

SUPPLY COMP % : 0.00

SACITC:

APPLICABLE

Suggested GST rate%: 18.00

20. 4004304659 REPLACEMENT OF MAIN- 1.000 AU

BALANCER BOGIE

Scope of work: REPLACEMENT OF MAIN BALANCER BOGIE

PRESHUTDOWN ACTIVITY

1.01 RECEIVE NEW MAIN BALANCER BOGIE FROM THE SPARE PART SHED OF CRANE MAINTENANCE AND TRANSFER TO CRANE REVAMPING SHOP.

1.02 IN REVAMPING SHOP THE MAIN BALANCER BOGIE IS TO BE FITTED WITH ITS MOUNTING BRACKET. REQUIRED MAIN BALANCER PIN WILL BE SUPPLIED BY RSP.

1.03 FIT BOTH THE AUXILIARY BALANCER ALONG WITH WHEEL ON THE MAIN BALANCER BOGIE TO CHECK ITS ADEQUACY.

1.04 REMOVE BOTH THE AUX BALANCER AND TRANSFER MAIN BALANCER BOGIE TO SITE FOR REPLACEMENT.

SHUTDOWN ACTIVITY

2.01: CRANE IS TO BE PARKED AT THE PARKING AREA.PARK THE MAIN TROLLEY AND

AUX.TROLLEY ON THE OPPOSITE SIDE.

2.02: ALL THE JOINT BOLTS OF MAIN BALANCER MOUNTING BRACKET ARE TO BE OPENED. ALL STAY PIECES TO BE GAS CUT & REMOVED. BOTH THE FLOATING SHAFTS ARE TO BE OPENED OUT FOR FREE MOVEMENT OF THE BALANCER BOGGIE.

2.03: BUFFER MOUNTING BRACKET (BOX ALONG WITH BUFFER) IS TO BE GAS CUT AND LOWERED DOWN AND KEPT A SIDE.

2.04: FABRICATE TEMPORARY JACKING PAD ON THE END CARRIAGE AS PER SITE INCHARGE INSTRUCTION.

2.05: JACK THE MAIN GIRDER AS PER REQUIREMENT FOR REMOVAL OF MAIN BALANCER. REQD 200T JACKS WILL BE GIVEN BY RSP.

2.06: BALANCER BOGGIE ALONG WITH MOUNTING BRACKET IS TO BE OPENED OUT AND MOVED ALONG THE TRACK AND TO BE ANCHORED PROPERLY WITH THE PLATFORM & GANTRY STOPPER.

2.07: ANCHOR BOTH THE AUXILIARY BALACER ON THE GANTRY GIRDER AND ERRECT TEMPORARY WORKING PLATFORMS.

2.08. MAIN BALANCER BOGIE IS TO BE OPENED AND LOWERED DOWN WITH THE HELP OF REPAIR TROLLEY/ MOBILE CRANE. MOBILE CRANE WILL BE PROVIDED BY RSP.

2.09: NEW MAIN BALANCER BOGIE ALONG WITH BRACKET IS TO BE LIFTED UP AND POSITIONED OVER BOTH THE AUX BALANCER.

2.10: BALANCER BOGIE ASSLY IS TO BE PULLED INSIDE TO ITS ORIGINAL POSITION & FITTED BACK. ALL STAYBLOCKS ARE TO BE WELDED PROPERLY.

FLOATING SHAFT ASSLYS ARE TO BE FITTED BACK. BUFFER MOUNTING BRACKET TO BE POSITIONED & WELDED PROPERLY.

2.11: THE JACKING PAD OVER END CARRIAGE IS TO BE GAS CUT AND REMOVED

2.12: ALL DRIVES ARE TO BE TESTED IN POWER & LOAD TESTING IS TO BE DONE WITH 100% LOAD. CRANE IS TO BE HANDED OVER AFTER REMOVING ALL LOOSE MATERIALS FROM THE CRANE.

NOTE: FOR WELDING, LOW HYDROGEN ELECTRODE, AWS-E 7018, GRADE SUPRATHERM OF M/S D & H/36H OFM/S ESAB/ SUPABASE OF M/S ADVANI ONLY TO BE USED BY THE PARTY.

UOM - 1 AU = COMPLETION OF ALL ACTIVITIES AS PER ABOVE SCOPE OF WORK.

LABOUR, SERVICE & LIKE CHARGES % : 100.00

SUPPLY COMP % : 0.00

SAC -

ITC: APPLICABLE

Suggested GST rate%: 18.00

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Techno-Commercial Evaluation of this tender will be on Matching Parts basis.

**\*\*BIDS NOT CONFORMING TO THE SPECIFICATION AND/OR TERMS & CONDITIONS OF THIS INVITATION TO TENDER ARE LIABLE FOR REJECTION. \*\***

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i) JOB DURATION: 365.00 DAYS IN 99 PHASES

ii) VALIDITY OF CONTRACT: 365 DAYS FROM THE DATE OF ORDER.

iii) QUOTATION VALIDITY: 120 DAYS FROM THE DATE OF TENDER OPENING.

EMD EXEMPTION: -

The firms will have to submit duly filled-up, signed and stamped undertaking in Company letter head as per Annexure-A.

ELIGIBILITY CRITERIA: -

1) FIRM SHOULD HAVE SUCCESSFULLY OR SUBSTANTIALLY EXECUTED STRUCTURAL REPAIR OF ANY LIQUID METAL HANDLING CRANE IN STEEL MELTING SHOP, AT A MINIMUM HEIGHT OF 15 METERS, IN ANY CENTRAL OR STATE GOVERNMENT ORGANISATION/ PSU /JOINT VENTURE COMPANY(WHERE ATLEAST ONE OF THE PARTNERS SHALL BE CENTRAL OR STATE GOVT ORGANIZATION OR PSU)/ PUBLIC LTD COMPANY DURING LAST 7 YEARS ENDING LAST DAY OF THE MONTH BEFORE THE OF NIT, SATISFYING ANY ONE OF FOLLOWING WORK EXPERIENCE

a) FIRM SHOULD HAVE COMPLETED ONE JOB OF VALUE NOT LESS THAN RS 15 LAKHS.

OR

b) FIRM SHOULD HAVE COMPLETED AT LEAST TWO JOBS OF EACH JOB COSTING NOT LESS THAN VALUE RS 10 LAKHS EACH.

OR

c) FIRM SHOULD HAVE COMPLETED AT LEAST THREE JOBS OF EACH JOB COSTING NOT LESS THAN VALUE RS 8 LAKHS EACH.

SELF ATTESTED WORK EXPERIENCE DOCUMENTS LIKE JOB COMPLETION CERTIFICATE, PO/WORK-ORDER COPY ARE TO BE SUBMITTED BY THE FIRM.

SUBSTANTIALLY COMPLETED ONGOING WORK ORDERS HAVING DURATION OF CONTRACT OF MORE THAN ONE YEAR SHALL ALSO BE CONSIDERED FOR TECHNICAL EVALUATION, IF THE PARTY HAS COMPLETED AT LEAST ONE YEAR OF THE PERIOD OF WORK ORDER AND AT LEAST 50% OF THE WORK AS PER THE WORK ORDER. IN SUCH CASE ALREADY EXECUTED VALUE SHALL BE CONSIDERED FOR EVALUATION. RELEVANT JOB/WORK COMPLETION CERTIFICATES ISSUED BY EXECUTING AGENCY TO BE SUBMITTED ALONG WITH THE BID. IN CASE WORK COMPLETION CERTIFICATE IS ISSUED WITHOUT VALUE OF COMPLETED WORK, RA BILLS PAID OR ANY OTHER DOCUMENT(S) EVIDENCING VALUE OF COMPLETED

WORK SHALL ALSO BE CONSIDERED. THE WORK ORDER AND COMPLETION CERTIFICATE / PAID BILLS SO SUBMITTED SHOULD BE IN THE NAME OF PARTICIPATING TENDERER.

2. AVERAGE ANNUAL FINANCIAL TURNOVER OF THE FIRM DURING FY 22-23, 23-24 & 24-25 ENDING ON 31.03.2025 SHALL NOT BE LESS THAN RS 6 LAKHS (EXCL GST).

DOCUMENT CERTIFIED BY PRACTISING CHARTERED ACCOUNTANT WITH VALID UDIN AND MEMBERSHIP NO. TO BE SUBMITTED.

MICRO AND SMALL ENTERPRISES (MSEs) WHO ARE ELIGIBLE FOR PREFERENCE AND STARTUPS THAT ARE RECOGNIZED BY DEPARTMENT FOR INDUSTRY & INTERNAL TRADE (DPIIT) ARE ELIGIBLE FOR A RELAXATION OF 15% IN FINANCIAL TURNOVER CRITERIA. HOWEVER BOTH MSE AND STARTUPS SHALL HAVE TO MEET ELIGIBILITY CONDITIONS FOR QUALITY & TECHNICAL SPECIFICATIONS/REQUIREMENT. NECESSARY DOCUMENTS IN SUPPORT OF THE ELIGIBILITY STATUS AS ABOVE ARE TO BE SUBMITTED TO AVAIL THE RELAXATION.

DOCUMENTS TO BE SUBMITTED: -

- a) COPY OF EPF REGISTRATION CERTIFICATE (FOR FIRMS REGISTERED WITH OTHER THAN RSP ONLY).
- b) COPY OF ESI REGISTRATION CERTIFICATE (FOR FIRMS REGISTERED WITH OTHER THAN RSP ONLY).
- c) COPY OF VALID "GST" REGISTRATION CERTIFICATE MENTIONING THE NEW GSTIN ALONG WITH SAC/HSN CODES FOR THE ITEMS YOU ARE APPLYING IN THE ABOVE TENDER IN THE "RFQ".
- d) DOCUMENTS IN SUPPORT OF TECHNICAL REQUIREMENTS (AS PER ELIGIBILITY CRITERIA ABOVE).

SPECIAL TERMS & CONDITIONS:

1. PARTY HAS TO STUDY THE JOB AT THE SITE BEFORE QUOTING AND GET WELL ACQUAINTED WITH THE JOB FOR PROPER ESTIMATION OF THE COSTS. PARTY IS TO QUOTE FOR EACH ITEM AS PER SCOPE OF WORK, TERMS & CONDITIONS.
2. THE CONTRACTOR HAS TO ARRANGE ALL CONSUMABLES LIKE DA, OXYGEN, ELECTRODES ETC. AT HIS OWN COST. ELECTRODES USED TO BE OF LOW HYDROGEN OF REPUTED MAKE. ALL TOOLS & TACKLES REQUIRED FOR THE JOB ARE TO BE ARRANGED BY THE CONTRACTOR AT HIS OWN COST. POWER SUPPLY WILL BE GIVEN FOR ELECTRICAL M/CS BY RSP ON NONCHARGEABLE BASIS.
3. ALL ENTRY PASSES ARE TO BE ARRANGED WELL IN ADVANCE BEFORE STARTING OF THE JOB.
4. DOCUMENTS LIKE CHALLANS OF ESI, EPF & WAGE SHEET, GATE ENTRY CHALLAN ARE

TO BE SUBMITTED AFTER COMPLETION OF JOB WITH BILL IN THE OFFICE OF THE GM I/C, CMM (HOD). REQUIRED DRAWINGS / DATA FOR THE EXECUTION OF JOBS ARE AVAILABLE IN THE OFFICE OF THE GM I/C, CMM (HOD).

5. JOBS ARE TO BE DONE ROUND THE CLOCK AFTER OBTAINING SHUTDOWN WITH SUFFICIENT RESOURCES WITHOUT ANY UNREASONABLE DISCONTINUATION. THE REPAIR JOBS ARE TO BE CARRIED OUT WITH TOP PRIORITY ON QUALITATIVE WORK. AFTER COMPLETION OF JOBS ALL THE LOOSE MATERIALS ARE TO BE REMOVED FROM CRANE AND CRANE GANTRIES. JOB COMPLETION REPORT SHALL BE MADE AFTER COMPLETION OF JOB. TRANSPORTATION OF SPARES TO SITE, SITE TO SHOP AND SHOP TO SITE IS RESPONSIBILITY OF THE PARTY. HOWEVER VEHICLE FOR TRANSPORTATION OF SPARES WILL BE PROVIDED BY RSP ON NON-CHARGEABLE BASIS.

6. FREE SUPPLY OF MATERIAL/SERVICE MENTIONED IN SCOPE OF WORK SHALL BE READ AS -> MATERIAL/SERVICE SHALL BE PROVIDED BY RSP ON "NON-CHARGEABLE BASIS".

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KEY PERFORMANCE INDEX (KPI):

THE FIRM HAS TO COMPLETE THE JOB AS PER THE SCOPE WITHIN THE GIVEN TIME FRAME, BY DEPLOYING SUFFICIENT RESOURCES FAILING WHICH PENALTY SHALL BE IMPOSED ON THE FIRM.

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SAFETY TERMS:

# THE SAFETY PRECAUTIONS AS LAID IN THE RSP RULES SHALL BE STRICTLY FOLLOWED BY THE PARTY AND SHOULD GET SAFETY CLEARANCE BEFORE STARTING THE JOB.

# AREA BELOW THE CRANE IS TO BE CORDONED OFF WITH ROPE & RED FLAGS. RED LIGHT, TEMPORARY RAIL STOPPER IS TO BE FITTED / DISPLAYED ON BOTH SIDE OF CRANE. HAND LAMP MUST BE 24 VOLT ONLY.

# THE CONTRACTOR MUST ENSURE THAT DURING WORK AT HEIGHT "FULL BODY HARNESS" IS TO BE USED INSTEAD OF NORMAL SAFETY BELT.

# LIFTING TOOLS AND TACKLES SHALL HAVE TO BE IN GOOD CONDITION WITH IDENTIFICATION MARK AND WITH TEST CERTIFICATE ISSUED BY COMPETENT PERSON UNDER RULE 55 OF ORISSA FACTORY RULE 1950.

# WELDING M/C CONNECTION SHALL HAVE TO BE THROUGH VRD, ELCB'S & WITH DOUBLE EARTHING.

# GAS CUTTING SETS SHALL BE EQUIPPED WITH FLASH BACK ARRESTORS BOTH AT THE CUTTING TORCH AND CYLINDERS IN ADDITION TO THE NORMAL REGULATOR AND PRESSURE GAUGES.

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PENALTY CLAUSE (ATTRIBUTABLE TO THE FIRM):

1. FIRM HAS TO START THE JOB WITHIN 21 DAYS OF ORDER PLACEMENT OR AS DIRECTED BY DEPARTMENT WHICHEVER IS LATER, FAILING WHICH A PENALTY @RS. 2000/- EXCLUDING GST SHALL BE DEDUCTED FROM NEXT DAY ONWARDS. MAXIMUM AMOUNT OF PENALTY SHALL BE LIMITED TO @10% OF CONTRACT VALUE.
2. FIRM MAY HAVE TO EXECUTE JOBS DURING BREAKDOWNS / SHUTDOWNS. THE PARTY SHALL REPORT WITHIN THREE HOURS ON RECEIPT OF INFORMATION FROM THE AREA INCHARGE VIA ELECTRONIC MESSAGE. FAILURE OF THE PARTY TO REPORT WITHIN THREE HOURS OF NOTICE WILL ATTRACT PENALTY. PENALTY OF RS 3000.00 WILL BE CHARGED PER HOUR DELAY OR PART THEREOF.
3. MAXIMUM TIME REQUIRED FOR EXECUTION OF JOBS ON CRANE AFTER SHUTDOWN SHALL BE INTIMATED BEFORE JOB STARTING. FIRM HAS TO DEPLOY SUFFICIENT RESOURCES TO EXECUTE THE JOB IN GIVEN TIME. FOR DELAY IN EXECUTION OF JOB, A PENALTY OF RS 5000 PER ADDITIONAL HOUR TAKEN AND PART THERE OF SHALL BE IMPOSED.
4. ALL THE LOOSE AND UNWANTED MATERIAL SHALL BE REMOVED FROM THE WORK SITE WITHIN 7 DAYS AFTER COMPLETION OF JOB, AND SHALL BE DISPOSED AS PER THE INSTRUCTION OF SITE IN-CHARGE, FAILING WHICH A PENALTY OF RS 50,000 LUMP SUM SHALL BE IMPOSED ON THE FIRM.
5. ALL PENALTIES ARE EXCLUSIVE OF GST.

In case contract labour are deployed, the contractor shall pay Additional Welfare Amenities (AWA) in the form of allowance (not linked to wages) at the stipulated rate per day# of actual attendance with a stipulated maximum amount per month to the contract labour engaged. ESI contribution #shall be payable on this allowance by the contractor. Quoted rates shall be considered accordingly and no extra payment shall be made to the contractors on this account. The present AWA rate per day is Rs. 157.69 and the maximum amount of AWA per month is Rs. 4100.00.#In case of any increase in AWA as mentioned above within the period of Contract, the Contractor shall have to pay the revised/increased amount to the Contract Labours to whom AWA was being paid earlier from the date of such increase.

INSPECTION TERMS: INSPECTION SHALL BE DONE BEFORE AND AFTER COMPLETION OF JOB.

PLACE OF INSPECTION: AT THE SITE OF RSP ON EOT CRANE #2131 OF SMS-II

INSPECTION AGENCY: INSPECTION WILL BE CARRIED OUT BY ZONAL I/C &

REPRESENTATIVE OF GM I/C, CMM (HOD).

WORKMANSHIP REQD PERF/MAINT: THE FIRM SHALL HAVE ADEQUATE SKILL TO COMPLETE THE JOB AS PER SCOPE OF WORK OF CONTRACT.

EQUIPMENT TO BE SUPPLY BY CONTRACTOR: GAS, ELECTRODES, CUTTING SETS, WELDING M/C WITH BREAKER & ELCB, HAND TOOLS, GRINDING M/C, DRILLING M/C, COTTON WASTE, DIESEL, KEROSENE, BRUSH & SCRAPER, HUBZUG/HAND WINCH WITH SUITABLE CAPACITY, RAIL STOPPER, RED BULB, RED FLAG & ANY OTHER MATERIAL MENTIONED IN SCOPE OF WORK.

MATERIAL SUPPLY BY RSP (NON CHARGEABLE): ALL THE STRUCTURALS, RAILS, PLATES, SPARES & ASSEMBLY, MATERIAL FOR MACHINING, ALL TYPES OF BOLTS, NUTS & WASHERS, ELECTRICITY, WATER, EOT CRANE AND REPAIR TROLLEY FACILITIES FOR HANDLING, ALL TYPES OF LUBRICANT, GREASE, OIL, COMPOUND, MOLYCOTE, ANABOND, SEALANT, ELECTRICAL WINCH, JACKS & PULLEYS, SPANNERS ABOVE SIZE:55 MM. HYDRA/MOBILE CRANE/EOT CRANE SHALL BE PROVIDED BY RSP FOR LOADING AND UNLOADING OF MATERIAL DURING TRANSPORTATION.

MATERIAL SUPPLY BY RSP (CHARGEABLE): NIL

GURANTEE CLAUSE: AS PER STANDARD TERMS & CONDITIONS

JUSTIFICATION FOR TENDERING MODE: OPEN TENDER ENQUIRY

PRICE VARIATION CLAUSE: NO WAGE ESCALATION WILL BE PAID.

DELIVERY INSTRUCTION: AS PER SAP ORDER

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# The firms will have to submit dully filled-up, signed and stamped undertaking Annexure-A (in the format attached with RFQ) by the authorized signatory of the bidder on its letterhead along with the tender documents.

# If a tenderer quotes abnormally low bids, i.e. the quoted price is less than the lower limit of the predetermined price and is considered for placement of order, the firm will be asked to justify the rates quoted, including the detailed price analysis of its bid price in relation to scope, schedule, allocation of risks and responsibilities and any other requirements of the RFQ. After evaluating the price analysis, if RSP determines that the bidder has substantially failed to demonstrate its capability to deliver the contract at the offered price, RSP may reject the bid proposal. However, PBG may be sought in specific cases as per clause no.46 of Standard T&C, Para-2.

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Evaluation of the RFQ shall be done on LOT price for the entire qty of RFQ,

LCNGST basis.

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The contractor shall cover all his/her/their employees/ contract labors deployed against his/ her/ their contract in RSP (including Odisha Group of Mines) for Group Accident Insurance Scheme for a minimum amount of Rs. 10,00,000/- for the period of Contract as an additional welfare measure and submit the proof of the same to the executing department before deployment in job. The cost of such insurance shall be covered by the contractor in his/ her/ their Quoted price accordingly and no extra payment to this effect shall be made to the contractor by RSP.

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STANDARD TERMS AND CONDITIONS (These terms will have precedence over the GENERAL TERMS & CONDITIONS mentioned SEPARATELY, if at variance)

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1.,,The #General terms & conditions of contract# of Rourkela Steel Plant is applicable for this tender. Copy of these General conditions of RSP is available in the Standard documents section of SAIL Website i.e., [www.sailtenders.co.in](http://www.sailtenders.co.in) for reference. Firms submitting their tender shall be deemed to have read and understood these conditions and the same shall for all intent and purpose be deemed to form integral part of the contract and shall always be constructed accordingly.

2.1.,,NA

2.2.,,If the tenderer resiles from the offer or varies the terms & conditions/rates after submission of tender but before placement of order, unless specifically asked for by RSP, the tender shall be treated as invalid and the EMD (if any) shall be forfeited. Such firms shall not be allowed to participate in any further tender for a period of one year.

2.3.,,In the event of extension of TOD, revised price bids submitted shall be accepted.

3.1.,,NA

3.2.,,The Item wise labour/Service component and supply component have been specified against each item. However, in case the tenderer's assessment differs for any item, this may be declared along with the tender for evaluation accordingly.

4.,,In the event of distribution of order to more than one firm, the order will be distributed in the descending order of price ranking with the lowest

tenderer getting the highest share and the highest tenderer getting the lowest.

5.,,The tenderers are advised to quote the following Registration detail in their quotation:

a),,Registration number with Rourkela Steel Plant and date till which Registration is valid.

b),,GST Registration Number.

6.,,The tenderer to indicate the details of their bank account will be included in the payment instruction, viz, Bank Account No.,Type of Account (e.g. Cash Credit/ Current A/c etc.), Branch Name & Address, Bank Name & City. Tenderer to note that no change in this clause will be permitted under normal circumstance once the details are incorporated in the order.

The bidders should confirm their registration with RSP for getting E-payment. If the bidder is not registered and also not submitted the E-payment mandate in prescribed format, then they must submit the mandate with required information and document while quoting against this tender. The E-payment mandate form and notice is available on <https://www.sailtenders.co.in> against #Notice and Circular# under the #Plant Unit# as Rourkela Steel Plant.

7.,,Order finalized against this invitation to tender is subject to the terms of purchase preference clause applicable for Local Small Scale Units & Central Public Sector Enterprises (CPSE) and Joint Venture with CPSE as per prevalent guidelines.

8.,,Place of Inspection will be as per RSP#s requirement.

9.,,In addition to ESI (wherever applicable), the contractor shall cover all his/her/their employees/contract labors deployed against his/ her/ their contract in RSP (including Odisha Group of Mines) for Group Personal Accident Insurance Scheme for a minimum amount as notified from time to time by PLCLC for the period of Contract as an additional welfare measure and submit the proof of the same to the executing department before deployment in job.

The present insurance coverage amount is Rs. 10,00,000/- minimum.

The cost of such insurance shall be covered by the contractor in his/ her/ their Quoted price accordingly and no extra payment to this effect shall be made to the contractor by RSP.

10.,, Wage payment

.,,Contractors shall be required to make payment of wages to their labour/workmen directly to the Bank Accounts of the labour/workmen through

electronic mode for which documentary evidence shall be produced.

.,Contractors shall be required to distribute Wage slips to their labour/workmen within stipulated time as per statute.

.,Contractors shall be required to give Notice for payment of wages to Principal Employers/Representative of Principal Employers within stipulated time as per statute or at least 2 days in advance from stipulated date of payment as per statute.

.,In case contract labour are deployed, the contractor shall pay Additional Welfare Amenities (AWA) in the form of allowance (not linked to wages) at the stipulated rate per day of actual attendance with a stipulated maximum amount per month to the contract labour engaged. ESI contribution shall be payable on this allowance by the contractor. Quoted rates shall be considered accordingly and no extra payment shall be made to the contractors on this account. The present AWA rate per day is Rs. 157.69 and the maximum amount of AWA per month is Rs. 4100.00.

In case of any increase in AWA as mentioned above within the period of Contract, the Contractor shall have to pay the revised/increased amount to the Contract Labours to whom AWA was being paid earlier from the date of such increase.

11.,, The Contractor is required to pay to the workmen, the Minimum Wages notified by the appropriate government and as per circular issued by RSP from time to time and also to comply with the various provisions of the statute/law/circulars/notices applicable to them. In case they default on the payment of wages to the Workmen, RSP reserves the right to pay the workmen the said amount on behalf of the Contractors and recover the same from the Contractors bills including additional 30% administrative charges of said amount as per rules of the company. Further, in case they default on the payment of other dues or violate any other statutory provisions, RSP reserves the right to pay to the workmen/Statutory authorities the said amount on behalf of the Contractors and recover the same from the Contractors bills.

12.,,Termination of contract :

If it is observed that the work of the Contract is not being carried out as per the finalized time schedule and/or workmanship/quality of work is considered poor and unsatisfactory, in that event, the principal reserves the right to terminate the contract under intimation to the contractor and to get the balance work of the contract done through any other Agency at the

Principal's option. In such an event, the extra amounts incurred by the Principal shall be recovered from the Contractor.

13.,, The contractor, before submission of tender/starting of the job shall inspect the site and working conditions thereof and satisfy himself after conducting through investigation as to the nature and amount of site work, the responsibility involved thereof and shall collect any other information as he may require from the Supervising Agency.

14.,, Consumables and other materials required for execution of Repair & Job Contracts (RJC)- (other than materials issued by RSP on non-chargeable basis): Consumables & other materials, not specifically identified in the Contract for issue on non-chargeable basis, shall be brought by the Contractor from outside the Plant, after due entry & endorsement of the challan at CISF Gate. For all items not specifically identified for issue on non-chargeable basis by the department and spelt out in the Contract, value shall be recovered from the Contractor's bills if such materials are not brought from outside against proper documents. Only in exigencies, on case-to-case basis, loan from other Contractors against prior permission in writing of Head of Deptt, with complete details of such loans shall be allowed.

15.,,Stores: After dismantling the Equipments, Contractor shall make his own arrangements to keep the spares or consumables safely to avoid any loss/damage during fitting.

16.,,Preparatory Work: The Contractor shall plan his own programme for completing the jobs in such a manner that the entire work of dismantling/ installation, fabrication/overhauling etc involved is done within the specified time. For this, the Contractor shall start preparatory work and make all their site arrangements well ahead of shutdown date and he shall be prepared to take up the job immediately after the shutdown is obtained.

17.,,Testing: Contractors shall complete their jobs well in advance for testing all the equipments in the presence of the Supervising Agency/his authorized representative. The Contractor shall keep the crew for testing, and rectification, if any, required at the time of testing, till the unit is handed over to Operations. The Contractor shall ensure satisfactory running of the Plant by doing proper job. The Contractor shall follow the sequence for testing various equipments strictly to avoid any delay in commissioning the main unit.

18.,,Drawing: All the relevant drawings referred in the technical specifications of the tender can be seen in the Planning Office of the Supervisor Agency.

19.,,Quality of Materials and Workmanship: The Workmanship, quality, nature of work rendered by the Contractor will be subject to approval of the Supervising Agency, whose decision shall be final and binding on the Contractor.

20.,,Co-operation with Agencies: There will be a number of Agencies working in the vicinity of the work area like Electrical, Refractory, Mechanical etc and Contractor should be able to adjust to the working and scheduling as per situation.

21.,,Facilities by RSP: Necessary power supply to the welding machine, drinking water connection, lightning etc will be provided to the Contractor on non-chargeable basis by the Supervising Agency at convenient places near the work site.

22.,,Vacation of site & handling over: All consumables like bolts, nuts, packing plates, pipes and structural and spares will be provided to the Contractor unless otherwise stated. However, all the tools and tackles including compressor, if required, and consumables like Oxygen, acetylene, welding rods and cleaning materials like cotton waste, Kerosene etc will have to be arranged by the Contractor at his own cost. All the scrap arising during the course of work is to be removed and shifted to a specified place shown by the Supervising Agency.

23.,,Coordination for execution of Work: The Contractor will station an Authorized Representative at the work site to supervise the job and receive the day to day communication regarding progress/development of the work from the Executing Agency/department/RSP authority and ensure line up of work accordingly.

24.,,Handling & Transportation: Necessary handling/transport facility inside the Plant, like cranes, wagons, winches, truck and scaffolding materials required for dismantling/erection will be provided to the Contractor on nonchargeable basis unless otherwise stated. For any dispute regarding the requirement of any of the above, decision of Supervising Agency shall be final and binding on the Contractor.

25.,, Labour Escalation Claim (wherever applicable):

During operation of the contract, if there is an upward revision of minimum

wage, DA by any administrative instruction of RSP management, the contractor will be entitled to reimbursement of such additional amount on actuals.

The Contractor shall submit his claim for labour wage escalation, if any, to the Executing Agency/Department based on the base date specified at SI no: 40 (escalation clause).

The bills shall be verified and certified by the Executing Agency/ Department as admissible as per Rules/guidelines of the company and shall be admitted by the executing agency /department and forwarded directly to the paying authority for payment. Except escalation in labour wages, the prices in this contract shall be firm.

In case of wage escalation, only the following pertaining to wages paid on monthly basis are to be reimbursed to the contractor on production of supporting documents subject to statutory deductions if any.

i),,Differential basic wages and VDA,

ii),,HRA on differential basic wages.

iii),,ESI & EPF employer contribution on Differential basic wages and VDA payable. No other claim shall be entertained.

26.,,Tax Variation clause

(i) Delay attributable to RSP/Force Majeure :-

Any increase in taxes and duties on account of statutory increase, fresh imposition of any duty or taxes which take place during such extended period shall be admissible/ availed of. Reductions, if any, which takes place, shall be passed onto RSP.

(ii)Delay attributable to Supplier/Contractor:-

Increase/ fresh imposition of taxes and duties during the extended period will be to the account of the party. However, the same will be admissible to the extent for which Input Tax Credit (ITC) is admissible against these levies. Any decrease in taxes and duties during the extended period will be availed of.

27.,,Statutory Rules & Regulations: The Contractor shall abide by the provisions of the Factory Act, Orissa Factory Rules, Employees Compensation Act, Contract Labour (R & A) Act and rules , EPF and MP act, ESI act and all other statutory rules and regulations in vogue and keep the Principal Employer indemnified of the provisions of the above Acts and Rules.

28.,,The Contractor is required to maintain statutory/other records like employment card, service certificate etc. as per applicable statutes/

directions from RSP authorities issued from time to time in respect of persons deployed at RSP. Further, the records shall be produced before RSP/Statutory authorities as and when required/demanded.

The agency is liable for disciplinary/penal actions in case of default in statutory compliances or non compliance of RSP's circular/guidelines/ notices.

29.,,Contractors are required to register for verification of character and antecedents of individuals by police authorities through crime and criminal tracking networks and systems (CCTNS) portals in respect of all contract labour required to enter the RSP premises.

30.,,The contractor(s) has to arrange gate passes for their employees well in advance by complying all the prevailing rules and procedures of the company through contract executing department before start of the job.

31.,,Payment terms

Unless otherwise stated, the normal payment terms will be as follows:

a),,If the job duration is more than 90 days, party shall be allowed to raise R/A bill after 30 days of commencement of job and subsequently R/A bill shall be allowed to be raised only 30 days thereafter.

b),,If the job duration is 90 days or less, total number of bills including Final Bill, shall not exceed four (04).

c),,R/A bills may be admitted up to 90% of the Work Order/ A/T value and shall be paid as follows:

i),,1st R/A bill:- 100% of the executed value as certified by the Deptt.

ii),,2nd/subsequent R/A bills:- 100% of the executed value as certified by the Deptt with CLC clearance in original in respect of preceding R/A bill, complying deposit of ESI and EPF dues by the Contractors (where contract labour are engaged).

d),,Final bill:- Balance executed value as certified by the Deptt. with CLC clearance in original, for total executed value (where contract labour are engaged)

e),,Where R/A bill is not applicable, 100% of executed value shall be released against final bill certified by the Deptt. with CLC clearance in original where contract labour are engaged.

f),,Final Bill shall be submitted by the Contractor within six months from the date of expiry of the contract.

g),, All payments shall be released against the documents/certificates issued

by executing Deptt. and as per terms of payment stipulated in Work Order/ A/T.

h),,Since 10% security deposit shall be recovered from each bill including final bill, the party shall be paid 90% only of the executed value as certified by the executing deptt.

i),,In case of orders whose quantity is given in lump sum or quantity is given in a single unit, R/A bill will be allowed against the provision of billing schedule.

j),, Payment will be effected after statutory deductions as applicable.

k),,GST, if applicable shall be charged by issue of invoice for recoveries like L.D, Penalty, Hire charges, Testing/Lab charges, Infrastructure facility charges, cost of material etc.

#### 32.,,Security deposit (SD):

Security deposit (SD) at the rate of 10% will be retained from each RA bill and final bill. the SD will be released after guarantee period against 'no dues certificate' jointly signed by the execution department and suppliers/ contractors where in the contractor will certify that," on having completed the works entrusted to us on contract in accordance with the conditions of the agreement/contract and on having received all payments from RSP due in respect of the contract in full and final settlement except the security deposits, we hereby claim the refund of subject SD amount" and where in the department will certify that the "original CLC clearance has been retained by the department and the above claim has been verified and there are no demand against the contract in respect of stores, water charges, tools and plants" after clearance from Contract Labour Cell of RSP and compliance of statutory provisions after deductions of any dues from the contractor arising out of any claim by SAIL/RSP on the contractor.

#### 33.,,Liquidated Damages (LD):

If the contractor fails in the performance of contract to fulfill his obligations in time, he shall be liable to any liquidated damage on the period of delay a sum at the rate of 1.25% of the contract value for every completed week or part thereof subject to overall limit of 7.5% of Contract value.

#### 34.,,Submission of Bills:

Bills are to be submitted to the supervising agency complete with all required documents, which may inter alia include wage sheets,ESI/EPF deposit

challan/receipts, clearance of concerned departments and statutory authorities etc.

35.,,Timely performance of Contract:

i),,For capital repair jobs, the supervising agency will issue a letter to the contractor to whom the job is awarded intimating his actual start of capital repair one week in advance. The letter will specify the date of start of job and completion date. The contractor should, however, be ready to take up the job immediately after issue of LOI/ Acceptance of Tender without waiting for the letter/work order to be issued in case of urgency. In such cases, the letter/work order may be issued after the job has started.

ii),,The contractor on award of job and starting of job, shall report everyday#s progress to the supervising agency and submit plan of work for next day.

36.,,Penalty on non-performance in respect of SI No. 35:

i),,If the supervising agency is not satisfied with the progress of job, he will issue a caution letter to the contractor. If there is no improvement, a reminder will be issued to the contractor. If there is no improvement even after the reminder, action will be initiated against the defaulting contractor to get the job executed at their risk and cost.

ii),,The defaulting contractor in terms of SI No (i) above will also be debarred from participation in future tenders up to a period of 12 months.

iii),,Keeping in view the time-bound nature of capital repairs, RSP reserves the right to get the job at the risk and cost of the defaulting contractor in the shortest possible time without recourse to (i) and with no further reference to a defaulting contractor and the LOI/ A/T issued will be deemed to be the notice to such defaulting contractor in respect of non-performance in such case.

37.,,Terms of delivery for repair/ supply items brought from outside plant premises must be FREE DELIVERY AT INDENTOR#S SITE, freight and insurance paid. Item wise break up of GST with MSN/SAC must be indicated. Tenderers to note that bid evaluation will be on Net Landed Cost basis. Quotations without Firm prices and submitted with Unilateral Price Variation clause are liable to be rejected/loaded suitably for bid evaluation.

38.,,For enabling us to avail GST credit on tendered items, the base rate of GST applicable, is to be indicated against each item.

If firm is quoting for Exemption/Concessional rate of GST, firm to clearly

indicate that during execution of contract, if exemption/concession is withdrawn, the impact of additional Landed cost to RSP will be absorbed by the firm. In case prices quoted are inclusive of GST (e.g. price list based items etc) the item wise GST amount with rate of GST to be clearly indicated with confirmation that necessary documents will be provided for availing GST benefit.

39.,,Engagement of persons other than contract labour :

There are certain jobs (referred to as other operational contracts like AMC etc) for which the contractor will have to engage their skilled personnel without involvement/engagement of any contract labour. In such cases, the contractor will indemnify RSP against any claim arising out of any dispute between their employee and themselves. For such cases clearance of Contract Labour Cell, RSP for payment purpose may be dispensed with. Labour wages/escalation will not be applicable in such cases.

40.,,Escalation(If applicable): During operation of the contract, if there is an upward revision of minimum wages, D.A. by any administrative instruction of RSP management, the contractor will be entitled to reimbursement of such additional amount, on actual basis subject to production of documents showing payment at that rate. The base date shall be the date of issue of NIT. No other claim shall be entertained.

41.,,For terms not specifically mentioned in the enquiry, RSP#s general terms and conditions governing this contract will apply for any orders placed against this tender.

42.,,Tenderers should satisfy themselves about the scope of work, terms and conditions, working environment, other work in the area, before submitting their offer.

43.,,Guarantee: Unless otherwise stated, the contractor shall stand guarantee for the job executed by them/ material supplied by them for a period of six (6) months from the date of overall completion of job. The guarantee shall be for any defects arising due to poor workmanship or using substandard material in the work.

44.,,Drawings enclosed (wherever applicable) must be returned with offer. In case, the drawings are too bulky, they can be returned separately to the executive who has signed the Invitation to Tender. RSP reserves the right to cancel the offer if drawings are not returned.

45.,,Safety Rules:

The contract executing department shall certify the usage of desired safety items and tools at the time of processing of final bill.

The recoveries if any owing to non usage will also be indicated by the department in the job completion certificate while processing of the final bill.

The Contractor shall abide by the safety regulation of the Principals. He shall take all safety precautions and provide adequate supervision in order to do the job safely and without damages to the equipments. The Contractor shall report to Safety Engg.Deptt. immediately on award of contract along with contract documents and job instructions from the Supervising Agency. Safety Engg.Deptt. shall brief the Contractor on safety precautions, handover the safety rules to the Contractor and explain/clarify the points. The Contractor is not permitted to start the job without reporting to the Safety Engg. Department and without getting their clearance.

The Contractor shall take safety precautions and provide adequate supervision in order to do the job safely and without damage to the equipments. He shall engage workers or do the contract job only when he is satisfied that the hazards, if any, of gas/electricity/moving machinery etc. are removed from the area of work. For this purpose, if shut-down is to be taken, he shall process for obtaining the same.

The Contractor shall supply required safety appliances like safety shoes boot, ladies safety shoe, helmets, gloves etc. depending on the working condition as advised by the Safety Engg. Department from time to time and as required for the job.

Safety PPE specification

a) Industrial Safety Helmet:

Standard- As per IS 2925: 1984 and 'ISI' mark, fitted with head band with sweat-resistant lining and cotton webbing chin straps.

Fitted with fully adjustable and universal fit Ratchet mechanism. Universal slots on both sides to be compatible with head & face PPE accessories.

b) Industrial Safety Shoe:

Design: Black color, design-B (ankle boot) as per IS-15298 part-2(2016) with jug loop and padded collar for comfort. ISI marked.

Top protection:-Steel Toe Cap as per IS 15298.Impact resistance shall be 200J+\_4J .

Sole (as per application)

1. Acid and alkali resistant, abrasion resistant, water & oil resistant, anti-skid design, shall be in accordance with IS-15298.

2. Heat resistant: 300 deg C for 1 min.

3. Electrical resistance: not less than 15 KV.

c) FR Jacket:

Quality of cloth should meet test characteristics as per IS: 11871/1986 method-A. Jacket & Trousers material as per IS norm. GSM of cloth: between 350-375.

OR

FR Jacket / Shirt & Trousers made of 330 GSM Fire Resistant Wool & Viscose fabric having inherent fabric flame retardant material for protection against molten metal splashes confirming to latest EN ISO 11612.

d) Safety Goggle, polycarbonate confirming to EN-166 Design type: Wrap around, Optical lens type: single molded, ventilated Side shield including temple Element, light weight, 100% polycarbonate for wearing over user's glasses, Lens system: coated with anti-scratch.

e) RESPIRATOR, DUST, IS: 9473/EN-149

Standard- as per IS 9473:2002, ISI marked and FFP1S Class. Disposable respirator Low breathing resistance provides a more comfortable feel to the wearer.

f) Gloves, different types as per application:-

1. Leather cum Canvas Gloves-12" (Split): for Material handling (General purpose)

2. Leather cum Canvas Gloves-12" (Chrome): for Material handling (Mechanical) Contact with oil, grease, other dirt and General purposes

3. Leather cum Canvas Gloves-14" (Fire Retardant): For working in fire prone areas

4. Leather cum Canvas Gloves-14" (Chrome): for Material handling (Mechanical) Contact with oil, grease, other dirt and General purposes.

5. Leather Gloves-18" :for All welding and gas cutting activities.

6. Leather cum Canvas Gloves-18" Cut Resistant: during for handling of sharp sheets/objects.

7. Gloves (PVC) Acid & Alkali Proof-18": for handling Acid & Alkali.

8. Glove, Type: Non-Asbestos for high temperature resistant, overall length: 450(+/-5) mm. maximum working temperature: 1000degC, should have good mechanical strength, thermal and electrical Insulation, gloves should be

comfortable for use.

Other safety terms and conditions as intimated to the Contractor vide terms & conditions of this Tender Enquiry shall also be applicable.

In addition, for specific jobs, Departments engaging the Contractor shall supply safety appliances like gas masks and respirators for working on gas line to the Contractor, for due compliance by the Contractor's workers. It shall be the responsibility of the Contractor for returning all such safety appliances in good condition, failing which cost recovery will be made from the Contractor's bills.

In case of injury, the contractor shall first take the injured person to the OHSC, RSP. In no case, the contractors are allowed to take the injured person directly outside plant.

#### 45.1. Penalty Clause:

A.,,The Contractor shall abide by the provisions of Factories Act. The Supervisory Agency or the Head of Safety Engg. Deptt. Upon his satisfaction that the Contractor is not conforming to the safety requirement may direct stoppage of work and require the Contractor to remedy the defects or supply the omissions as the case may be. The Contractor shall not proceed with the work until his compliance with such directions to the satisfaction of the supervising agency.

B.,,The Contractor shall be fully responsible for the accident caused due to his or his Agents or Workmen's negligence or carelessness in regard to the observance of the safety requirements and be liable to pay compensation for injuries.

C.,,The firm has to ensure provision of adequate Tools & Tackles and safety items as per IS/BIS/Equivalent standard, of reputed make, of desired quantity, with valid fitness certificate (if applicable, issued by Competent authority).

D.,,Violation if any shall call for imposition of penalty by the Executing department as under and the decision of Executing department shall be final & binding in this regard:

- a) for non-use of desired tools & tackles: Rs.1000.00 per individual, per instance, per violation.
- b) Rs. 3000.00 for minor violation.
- c) Rs. 10000.00 for major violation.

The total penalty shall be limited to 10% of contract value.

d) For repeated violation, the firm shall be liable to be debarred from further contracts up to a period of one year. Suspension of business for a period up to 6 months.

The total penalty shall be limited to 10% of contract value.

e) Major violation resulting in permanent disability/death of any person, the penalty shall be banning of business dealing with RSP or deduction of up to 10% of contract value to a minimum of Rs 50000.00 or both.

E. Head of Safety Engg. Deptt. or the Head of Deptt. executing the contract shall assess the gravity of violation and decide as to the nature of minor/major violation and impose penalty which shall be final and binding on the Contractor. The penalty amount shall be recoverable from any bill and/or EMD/SD of the Contractor.

F. Bill Payment: No bill will be forwarded to the Finance Department if a true copy of the safety induction certificate is not enclosed with the bill by the contractor. The original certificate will be kept by the department and a declaration to this effect will be given by the department in the back side of the bill.

46., If required, negotiations will be held with L-1 party only and order on one or more parties will be placed on the basis of finalised L-1 rate. Post L-1 rate finalisation, other parties will be asked to match the L-1 rate.

If a tenderer quotes unworkable rates i.e., if the quoted rate is abnormally low such that it raises material concerns as to the capability of the bidder to perform the contract at the offered rate, the party will be asked to justify the rate quoted. After evaluating the justification provided, if it is felt that the bidder has failed to substantially demonstrate its capability to deliver the contract at the offered rate, the bid /quote may be rejected.

However, under compelling circumstances where the bidder is considered for placement of order despite having quoted abnormally low prices, the bidder will give Performance Guarantee Bond (PGB) (in addition to the security deposit, if applicable) in the form of bank draft / bank guarantee.

In case the tenderers refuse to give the PGB, the following action may be taken against them: (i) If they have submitted Earnest Money Deposit - their Earnest Money Deposit will be forfeited and they will not be considered in re-tendering if order/ contract is not finalized from the present tender.

(ii) If they have submitted Bid Securing Declaration - action may be taken

against them as stipulated in the Bid Securing Declaration.

47.,,RSP#s decision regarding acceptance of whole or part or summary rejection of tenders submitted without assigning any reason shall be final and binding.

48.,,Tenderer should quote his GSTIN in all duty paying documents, viz, invoice/challan, consignment notes/ Rs. Similarly, RSP#s GSTIN should also be indicated in the above documents. RSP#s GSTIN is 21AAACS7062F2ZP.

49.,,Packing terms/conditions, if any, are to be mentioned in the offer.

50.,,NA

51.,,The tenderers may seek any clarifications in writing at least 72 hours before closing time of tender submission. Otherwise it will be presumed that he is clear about all clauses in the tender conditions.

52.,,NA

53.,, BID SECURING DECLARATION - (In lieu of EMD) Please refer Annexure A at the end.

54.,,NA

55.,,NA

56.,,Compliance to SA 8000 requirementsDeclaration by Supplier/contractors RSP has adopted SA 8000, an international standard on Social Accountability introduced by Social Accountability International (SAI) New York, which focuses on nine areas which are useful to meet the basic interests of my employees. I agree to give the following commitment to comply with the requirements of SA8000 given below in my offer.

(A),,The requirements including but not limited to:

# No deployment of child labour.

# No deployment of forced labour.

# Providing a safe and healthy working environment.

# Respecting the right of all personnel to form and join trade unions of their choice.

# No discrimination based on race, caste, religion, gender, birth, union membership, political affiliation, age, national or social origin, family responsibility or marital status.

# Not supporting the use of corporal punishment, mental or physical coercion and verbal abuse.

# To comply with all applicable laws on working hours.

# To ensure that wages are paid to meet the legal and industry minimum

standards.

# Control of suppliers/subcontractors, sub suppliers and Home workers.

# To establish an effective management system for implementation of SA8000 standard to the extent possible.

(B),,In the event of the order placed on me, I will agree to participate in the monitoring activity by RSP, if any, to verify compliance to SA 8000 requirements.

(C),,I will identify the root cause of non-conformance w.r.t. SA8000 requirements, if any, and take necessary Corrective Action and Preventive Action.

(D),,I will inform RSP about my sub-contractors and sub-suppliers.

(E),,I will ask my supplier/sub-supplier for commitments to adhere to the SA8000 requirements.

By agreeing to the terms and conditions of this tender, the tenderer shall be deemed to have agreed to abide by the requirement of SA 8000.

57.,, The tenderer shall also furnish the following details:-

Contact telephone/mobile numbers: #####..

Goods and Service Tax Identification Number (GSTIN): #####.

Income Tax Permanent Account No (PAN): #####..

E-mail Id: #####

Bank Account No: #####..

Bank Branch: #####

Name of the Bank:#####..

[For the purpose of issue of payment (cheques)]

58.,,Conciliation Clause: Any disputes, differences, whatsoever, arising between the parties out of or relating to the construction,meaning, scope, operation or effect of this Contract shall be settled between the Employer and the Contractor amicably. If however,the Employer and the Contractor are not able to resolve their disputes/differences amicably as aforesaid the said disputes/differences shall be settled by Conciliation, failing which, through Arbitration. Conciliator will be appointed by DIC. Conciliation shall be resorted to prior to invoking Arbitration. The Arbitration Clause is to be invoked by the parties to the Contract only on failure of conciliation proceedings to amicably settle the disputes.

59.,, Arbitration Clause:

The arbitration shall be governed in accordance with The Arbitration and

Conciliation Act 1996 (hereinafter referred to as the #Act#) of India and any amendment thereof. The language of Arbitration shall be English.

Subject to the stipulations made hereinabove, Arbitration shall be conducted as per forum specified below:

a),,All Contracts, whose value is Indian Rs.5crore and below (for both Indian and Foreign Contractors), Arbitrator shall be appointed by the Chief Executive of the Plant or Unit (whatever designation he may be holding) and the Arbitration shall be held at Rourkela. The court of the competent jurisdiction exercising territorial jurisdiction over Rourkela shall have exclusive jurisdiction in the matter of disputes arising out of the contract.

b),,Arbitration of contracts, with Indian parties, where contract value is more than Indian Rs. 5crore and the contracts with foreign parties for value of more than Indian Rs. 5crore and up to Indian Rs.30crore shall be governed by the #SCOPE Forum of Conciliation and Arbitration# (SFCA). The venue shall be Rourkela.

c),,Arbitration with foreign contractor or in Consortium contracts (including foreign contractor), where the contract value is more than Indian Rs.30crore shall be governed by the Rules of Arbitration of International Chamber of Commerce (ICC), Paris. The venue of the arbitral proceedings shall be New Delhi. The tribunal shall be comprised of three (3) arbitrators, one (1) to be appointed by each of the parties and the third to be appointed by the two (2) arbitrators to act as the presiding arbitrator of the tribunal within one (1) month of their being appointed. In the event the parties fail to appoint their arbitrators or the arbitrators fail to appoint the presiding arbitrator in accordance with the provisions thereof, the arbitrators and / or the presiding arbitrator, as the case may be, shall be appointed in accordance with the provisions of the rules of Arbitration of The International Chamber of Commerce (ICC), Paris. During the pendency of the Conciliation or Arbitration proceedings both the parties (i.e. the Contractor and the Employer) shall continue to perform their contractual obligations.

The arbitral tribunal shall give reasons for its award. The tribunal shall apportion the cost of arbitration between the parties, the award rendered in any arbitration hereunder shall be final and binding upon the parties. The parties agree that neither party shall have any right to commence or maintain any suit or legal proceeding concerning any dispute under this agreement

until the dispute has been determined in accordance with the arbitration proceeding provided for herein and then only to enforce or facilitate the execution of an award rendered in such arbitration.

The court of the competent jurisdiction shall be Rourkela, Dist:- Sundargarh (with exclusion of all other Courts) shall have exclusive jurisdiction over all matters of dispute. Cost for arbitration is to be deposited by the claimant and in case of counter claim by the respondent.

As an alternate dispute resolution mechanism, where the disputed amount is above Rs. 2Crores and up to Rs. 250Crores, the Conciliation may be held through SAIL's Scheme for Settlement of Contractual/ Commercial Disputes through Mechanism of Outside Expert Committee (OEC).

Procedure of #Settlement of Contractual/ Commercial Disputes through Mechanism of Outside Expert Committee (OEC)# prevailing at the time of proceedings shall be applicable.

60.,,Instruction to bidders for compliance to Goods and Services Tax [GST].

(i)For the purposes of this clause the following expressions shall have the following meanings:

(a) GST- means any tax imposed on the supply of goods and services under the GST law.

(b) Cess - means any applicable cess, existing or in future on the supply of Goods and Services.

(c)GST LAW- means IGST Act, GST (Compensation to the States for Loss of Revenue) Act, CGST and SGST Act, 2016 and all related ancillary legislations.

You are required to provide us the HSN and SAC code of the Goods/ Services being supplied by you, as applicable. Please furnish any additional place of business, in any other State/ States from where goods may be directly supplied to us.

(ii)The tenderer shall quote GST as extra only, if applicable. In case it is not specifically mentioned in the offer, the quoted rate shall still be considered as excluding GST and GST shall be considered extra only. If exempted, the same has to be specified in the techno-Commercial Bid and evaluation shall be done accordingly. The firm, who do not have GSTIN, cannot claim GST extra.

SAIL-RSP will evaluate such offers considering liability of SAIL-RSP to pay revenue tax or any tax chargeable as per law for such GST unregistered Vendors/Suppliers/Contractors.

(iii) For the purpose of this contract/agreement, price is exclusive of taxes and such taxes are payable extra, it is agreed between the parties that taxes as per GST rules shall be borne and payable by SAIL-RSP to Vendor/Supplier/Contractor in addition to the [contract price without taxes] at actual. Vendor/Supplier/ Contractor would pass on the tax benefit/savings, if any, on account of output taxes to SAIL-RSP.

(iv) Vendor / Supplier / Contractor agrees to do all things not limited to providing GST invoices or other documentation as per GST law relating to the above supply, payment of taxes, timely filing of valid statutory returns for the tax period on the Goods and Service Tax Portal etc. that may be necessary to match the invoice on GSTN common portal and enable SAIL to claim input tax credit in relation to any GST payable under this Agreement or in respect of any supply under this Agreement.

(v) In case the Input Tax Credit of GST is denied or demand is recovered from SAIL-RSP on account of any non-compliance by the Vendor/Supplier /Contractor, including non-payment of GST charged and recovered. The Vendor/Supplier/Contractor shall indemnify SAIL-RSP in respect of all claims of tax, penalty and / or interest, loss, damages, costs, expenses and liability that may arise due to such non-compliance.

(vi) GST, TDS @1% will be deducted from bills for intra-state purchases by RSP for contract value exceeding Rs.2,50,000/- for which TDS certificate will be issued by RSP as per the GST rules.

(vii) GST, TDS @1% will be deducted from bills for intra-state purchases by RSP for contract value exceeding Rs.2,50,000/- for which TDS certificate will be issued by RSP as per the GST rules.

(viii) Contract involving goods and services for building, construction, fabrication, completion, erection, installation, fitting treated as service under GST and accordingly GST shall be payable.

(ix) Clause for additional input tax credit of GST available to Vendor/ Supplier /Contractor For works contract relating to movable property, GST shall be payable treating the transaction at composite supply under GST law at the rate applicable to either goods or services which constitutes the predominance part of contract.

In view of the GST implementation, as additional input tax credit will be available to the bidders, Vendor/ Suppliers/ Contractor are required to pass on the additional input tax credit on the input tax saving to SAIL-RSP.

Vendor / Supplier / Contractor is required to pass on the benefit arising out of introduction of GST, including seamless flow of Input Tax Credit, reduction in Tax Rate on inputs as well as final goods by way of reduction of price. Accordingly, for supplies made under GST, the Vendor/Supplier /Contractor should confirm that benefit of lower costs has been passed on to SAIL-RSP by way of lower prices/taxes and also provide details of the same as applicable. SAIL reserves the right to examine such details about costs of inputs/input services of the Vendor / Supplier / Contractor to ensure that the intended benefits of GST have been passed on to SAIL.

Vendor / Supplier / Contractor shall avail and pass on the benefits and concessions provided in the transitional provisions of the Goods and Service Tax Law with respect to the supplies.

Vendor / Supplier / Contractor shall avail the most beneficial notifications, abetments, exemptions etc., if any, as applicable for the supplies under the Goods and Services Tax.

For the purposes of the above mentioned requirements, the Vendor/ Suppliers/ Contractor shall provide necessary documents as may be necessary and shall allow inspection of the same to SAIL-RSP.

61. The contractor has to submit the invoice well in advance considering the last date for availment of ITC on GST as per GST act/rule so that SAIL-RSP will be in a position to avail GST credit. In case SAIL/RSP is not in a position to avail GST credit due to late submission of invoice, GST amount will not be reimbursed to the contractor.

62. The retrenchment benefit shall be reimbursed to the contractor(s), if the same is applicable to the concerned contract based on the engagement of Contract Labour(s) in accordance with the provisions of relevant statute and on submission of proof of payment of the said benefit by the Contractor.

Note:

1., Vendor need to ensure improvement of environmental performance, efficient use of resources, reduction of wastages & compliance to legal requirements.

2., Vendor need to ensure providing a safe work environment, minimizing the risk of downtime through accidents & compliance to legal requirements.

ANNEXURE-A

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

I ..... (Name and Designation) duly authorized to sign the bid for and on behalf of M/s ..... (herein after called the bidder) for the purpose of Tender No..... of ( Plant/Unit \_\_\_\_\_SAIL, Place \_\_\_\_\_), do hereby solemnly affirm and state, on the behalf of the bidder including its constituents, as under:

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

**1. BID SECURING DECLARATION:**

I/ We agree that if I/We withdraw or modify our Bid during the period of validity, or if I / We are awarded the contract and I/ We fail to sign the contract, or to submit a performance security before the deadline defined in the request for bids document, I/We will be liable to be suspended for a period of six months from being eligible to submit bids against all future tenders of Plant/Unit \_\_\_\_\_SAIL, Place\_\_\_\_\_.

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

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

OR

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

Sl No. Name of the firm

1.

2.

(Strike-off the portion which is not applicable)

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

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

OR

I/We hereby declare that the following Proprietor/Partner/Director of our company (has relationship (within the meaning of Section-2 (77) of the Companies Act 2013) with following employee working in Plant/Unit \_\_\_\_\_SAIL, Place\_\_\_\_\_ / Directors of SAIL

including its subsidiaries:-

Name of Proprietor/ Partner/

Director of our company

Name of SAIL employee/

Director of SAIL

Type of relationship

1.

2.

(Strike-off the portion which is not applicable)

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

#### 7. ANTI BRIBERY MANAGEMENT SYSTEM (ABMS) DECLARATION:

I/We undertake that we shall not give or take any financial or non- financial bribe, to or from any one during 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.

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

I/ We declare that I/We comply with the provisions of the revised Public Procurement (Preference to Make In India), Order 2017 dated 16.09.2020, as amended from time to time and also comply with the provisions of DoE Order 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.

#### 9. 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.

10. 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.

11. 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.

Seal and Signature of Authorized Signatory

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### 3. **Buyer Added Bid Specific ATC**

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

## अस्वीकरण/**Disclaimer**

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority 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. 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 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.**

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 over ride 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 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---