

**बिड दस्तावेज़ / Bid Document**

<b>बिड विवरण / Bid Details</b>	
<b>बिड बंद होने की तारीख/समय / Bid End Date/Time</b>	05-05-2026 11:00:00
<b>बिड खुलने की तारीख/समय / Bid Opening Date/Time</b>	05-05-2026 11:30:00
<b>बिड पेशकश वैधता (बंद होने की तारीख से) / Bid Offer Validity (From End Date)</b>	90 (Days)
<b>मंत्रालय/राज्य का नाम / Ministry/State Name</b>	Ministry Of Steel
<b>विभाग का नाम / Department Name</b>	Steel Authority Of India Limited
<b>संगठन का नाम / Organisation Name</b>	Rourkela Steel Plant
<b>कार्यालय का नाम / Office Name</b>	Materials Management Purchase
<b>कुल मात्रा / Total Quantity</b>	1
<b>वस्तु श्रेणी / Item Category</b>	WATER TREATMENT CHEMICAL OF CCD SITE A&C FOR 2 YEARS
<b>GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS</b>	WATER TREATMENT CHEMICAL OF CCD SITE A&C FOR 2 YEARS
<b>GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS</b>	Stable Bleaching Powder for Treatment of Water Intended for Drinking (V3) conforming to IS 1065 (Part 2), Alumino - Ferric (V2) Conforming to IS 299, Reverse Osmosis based Point of Use Water Treatment System for Drinking Purposes (V3) as per IS 16240, Quick Lime For Chemical Industries (V2) Conforming to IS 1540 Part 1
<b>अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification</b>	<ul style="list-style-type: none"> <li>Algaecides and Biocide for Cooling Water treatment</li> <li>Corrosion Inhibitors for Cooling Water treatment</li> <li>Scale Inhibitors for Cooling Water treatment</li> </ul>
<b>एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / MSE Relaxation for Years of Experience and Turnover</b>	No
<b>स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Relaxation for Years of Experience and Turnover</b>	No
<b>विक्रेता से मांगे गए दस्तावेज़ / Document required from seller</b>	Experience Criteria, Bidder Turnover, Certificate (Requested in ATC), OEM Authorization Certificate, 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	7
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	1
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	Yes
रिवर्स नीलामी योग्यता नियम/RA Qualification Rule	H1-Highest Priced Bid Elimination
क्रेता के लिए उपलब्ध आईटीसी/ITC available to buyer	Yes
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 Days
निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
<b>Payment Timelines</b>	Payments shall be made to the Seller within <b>45</b> days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC)
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

#### ईएमडी विवरण/EMD Detail

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

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

#### एमआईआई खरीद वरीयता / MII Purchase Preference

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

#### ट्रेड्स भुगतान संबंधी विवरण/TReDS Payment Details

**This Bid provides for Trade Receivables Discounting System (TReDS) as Preferred mode of payment. For MSME sellers, payments may be processed through a TReDS exchange in which the Buyer is registered, subject to applicable policy and regulatory guidelines. Accordingly, sellers intending to avail payment through TReDS are required to be registered with at least one TReDS exchange in which the buyer is registered.**

1. Preference to Make In India products (For bids < 200 Crore):Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its

subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate .The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023. [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

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.

## **WATER TREATMENT CHEMICAL OF CCD SITE A&C FOR 2 YEARS ( 1 set )**

**(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	<a href="#">Download</a>
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**इनपुट कर क्रेडिट(आईटीसी) तथा रिवर्स प्रभार (आरसीएम)/Input Tax Credit(ITC) and Reverse Charge(RCM) Details**

जीएसटी पर इनपुट कर क्रेडिट /ITC on GST	जीएसटी उपकर कर क्रेडिट /ITC on GST Cess
100%	NA

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

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Subodha Pattnaik	769011,Office of GM I/c Stores & Inspection, Rourkela Steel Plant, Rourkela	1	730

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

**1. Generic**

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

**2. Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

THIS BID HAS BEEN ISSUED FOR THE SUPPLY & DOSING OF WATER TREATMENT CHEMICALS (WTCs ) AT SITE A&C OF COAL CHEMICALS DEPARTMENT (CCD) OF SAIL - RSP, FOR A PERIOD OF 2 YEARS.

**(I) ELIGIBILITY CRITERIA**

FOR CONSIDERATION OF OFFER, THE BIDDER MUST HAVE EXPERIENCE IN:-

(A) EXECUTING SUPPLY AND DOSING OF WATER TREATMENT CHEMICALS IN ANY INDUSTRIAL WATER CIRCUITS OF INTEGRATED STEEL PLANT OF MINIMUM CAPACITY 2.0 MTPA FOR A MINIMUM PERIOD OF 1 YEAR.

THE VENDOR MUST HAVE THE ABOVE EXPERIENCE IN THE LAST TEN YEARS ENDING ON 30.04.2026. DOCUMENTARY EVIDENCE IN THE FORM OF SELF ATTESTED ORDER COPIES AND JOB COMPLETION CERTIFICATES ARE TO BE SUBMITTED IN SUPPORT OF THE ELIGIBILITY.

(B) VALUE OF THE CONTRACT EXECUTED FOR THE ABOVE WORK IN THE LAST TEN YEARS (ENDING ON 30.04.2026), MUST BE EITHER OF THE FOLLOWING:

(i) ONE SIMILAR COMPLETED WORK COSTING MINIMUM Rs. 21.80 LAKHS/YEAR

(OR)

(ii) TWO SIMILAR COMPLETED WORKS COSTING MINIMUM Rs. 12.46 LAKHS/YEAR EACH

(OR)

(iii) THREE SIMILAR COMPLETED WORKS COSTING MINIMUM Rs. 9.34 LAKHS/YEAR EACH.

(C) THE TENDERER MUST HAVE AN AVERAGE ANNUAL TURNOVER OF MINIMUM Rs. 6.23 LAKHS IN THE LAST THREE (03) CONSECUTIVE FINANCIAL YEARS ENDING ON 31/03/2025 AND SHOULD SUBMIT DOCUMENTS IN SUPPORT OF THIS.

THE BIDDER IS REQUIRED TO SUBMIT A ONE-PAGE TURNOVER CERTIFICATE WHICH MUST BE CERT

IFIED BY A PRACTISING CHARTERED ACCOUNTANT HAVING A VALID UDIN.

\* 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.

## **(II) SPECIAL TERMS & CONDITIONS**

1) THIS ENQUIRY IS FOR THE PROCUREMENT OF WATER TREATMENT CHEMICALS AND ITS DOSING AT SITE. HENCE THE VENDOR MUST AQUAINT ONESELF WITH THE SITE BEFORE BIDDING. THE VENDOR SHOULD SUBMIT THE OFFER FOR SUPPLY OF CHEMICALS AND DOSING OF THE SAME AT SITE.

2) ORDER WILL BE PLACED FOR PRODUCTS AND QUANTITIES AS QUOTED FOR A TREATMENT PERIOD OF 24 MONTHS.

HOWEVER, INCASE OF DELAY IN FINALIZATION OF NEXT PURCHASE ORDER, THE VENDOR SHALL BE REQUIRED TO SUPPLY AND DOSE AN ADDITIONAL QUANTITY OF 50% (12 MONTHS), WITH SAME RATES, TERMS AND CONDITIONS. PAYMENT WILL BE MADE FOR THIS ADDITIONAL QUANTITY. QUANTITY EXTENSION, IF REQUIRED, WILL BE DONE THROUGH RSP'S BACK-UP PURCHASE ORDER.

**3) PAYMENT TERMS: 25% AGAINST GARN AND 75% PERFORMANCE BASED .** THE PERFORMANCE BASED PAYMENT WILL BE MADE AGAINST 45 DAYS PERFORMANCE REPORT RECEIVED FROM USER. PAYMENT NOTES WILL BE SENT TO F&A.

4) THE VENDOR HAS TO START THE TREATMENT WITHIN 15 DAYS OF PLACEMENT OF GeM CONTRACT OR AS PER THE INSTRUCTION OF THE USER DEPARTMENTWHICH EVER IS LATER AND SITE AVAILABILITY.

5) FORMULATIONS OFFERED SHALL BE PREFERABLY IN LIQUID FORM, BIO-DEGRADABLE & STABLE AT HIGH TEMPERATURES.

6) IN CASE OF FAILURE OF TREATMENT, THE ORDER WILL BE CLOSED AT SUPPLIER'S RISK & COST. NON-ACHIEVEMENT OF GUARANTEED PARAMETERS AND NON-DOSING OF CHEMICALS AFTER SITE AVAILABILITY WILL BE CONSIDERED AS FAILURE OF TREATMENT.

7) THE VENDOR HAS TO SUPPLY MATERIAL TO MAINTAIN STOCK OF 45 DAYS TREATMENT SO AS TO AVOID DISCONTINUITY OF TREATMENT.

8) THE PRICES SHALL BE COMPARED FOR THE COMPLETE WATER SYSTEM OF THIS BID.

9) OFFERS WILL BE EVALUATED ON OVERALL L-1 BASIS.

10) THE BIDDER MUST INDICATE IN TABULAR FORM, THE DOSAGE RATE, BASIS OF CALCULATION, PASSIVATION QUANTITY, PLACE OF DOSING AND CORRELATION WITH GUARANTEED PARAMETERS. **CALCULATION PERIOD IS 730 DAYS/ 48 FORTNIGHTS/ 104 WEEKS.**

11) SUPPLIER WILL GIVE COUPON RACKS AND UNTREATED CORROSION COUPONS (WHEREVER APPLICABLE) FOR TESTING.

12) SUPPLIER WILL SUBMIT MSDS, GC, MTC AND TC OF ALL OFFERED CHEMICALS, DURING THE SUPPLY.

13) SERVICES TO BE PROVIDED:

a) LABORATORY EQUIPMENTS AND CONSUMABLES FOR MONITORING AND TESTING OF WATER QUALITY.

b) TESTING OF WATER QUALITY AND SUBMISSION OF DAILY REPORTS.

c) DOSING SYSTEM FOR DOSING OF CHEMICALS.

d) DOSING OF CHEMICALS.

e) FREE SUPPLY OF CONTINGENCY CHEMICALS, AS REQUIRED, TO MAINTAIN SYSTEM WATER QU

ALITY.

14) CHEMICAL DOSING SHOULD NOT BE INTERRUPTED. FOR EVERY DAY NON-DOSING DUE TO NON-AVAILABILITY OF CHEMICALS/ MANPOWER ISSUE/ TECHNICAL ISSUE PERTAINING TO THE VENDOR, A PENALTY OF 1.5 TIMES OF PO VALUE WILL BE DEDUCTED ON PRO-RATA BASIS.

15) EMPTY DRUMS/CONTAINERS ARE TO BE TAKEN BACK BY THE VENDOR AFTER THE USE OF CHEMICALS AT SITE.

16) LD @0.5% OF THE CONTRACT VALUE OF DEFAULTED QTY, PER WEEK OR PART THEREOF, MAX 10% (AS PER GEM LD TERMS).

17) ALL THE CONTAINERS/ DRUMS SHOULD HAVE A LABEL CLEARLY MENTIONING THE DATE OF MANUFACTURE, DATE OF EXPIRY AND BATCH NO. BIDDERS MAY INDICATE THE MINIMUM LOT SIZE ALONGWITH TECHNICAL OFFER.

18) CHEMICALS SUPPLIED SHOULD HAVE SHELF LIFE OF MINIMUM 1 YEAR FROM THE TIME OF DELIVERY AT RSP STORE.

19) THE TREATMENT PROGRAM INVOLVES ROUND THE CLOCK OPERATION; SUPPLIER HAS TO PROVIDE ADEQUATE & SKILLED AND UNSKILLED MANPOWER TO FULFILL THE CONTRACTUAL OBLIGATION AS PER THE SCOPE OF WORK. THE SUPPLIER WILL DEPUTE COMPETENT TECHNICAL PERSONS WHO ARE QUALIFIED IN CHEMICAL / CORROSION TECHNIQUES.

20) SAMPLING IS TO BE DONE ON DAILY BASIS AND JOINT SAMPLING IS TO BE DONE ON WEEKLY BASIS IN WHICH THE SAMPLE IS TO BE SENT TO RSP'S LAB AND THE REPORT OF THE LAB IS FINAL AND BINDING ON THE TENDERER.

21) MONTHLY REVIEW WITH THE BIDDER EXPERT AND RSP MANAGEMENT IS MANDATORY FOR CLOSE MONITORING AND FURTHER IMPROVEMENT.

22) DAILY CHECKING OF QUALITY OF WATER IS TO BE CARRIED OUT BY THE VENDOR AS PER REQUIREMENT OF EXECUTING OFFICER.

23) VENDOR SHALL FOLLOW ALL SAFETY PRACTICES AND USE SAFETY APPLIANCES MEANT FOR WORKING AT SITE. VENDOR MUST TAKE ON THE JOB SAFETY INDUCTION FOR THEIR WORKMEN FROM M DSO OF THE USER DEPTT AND SAFETY CLEARANCE FROM SAFETY DEPARTEMENT BEFORE STARTING THE JOB. VENDOR WILL BE PENALIZED FOR VIOLATION OF SAFETY NORMS AS PER THE EXTANT RULE OF RSP.

24) THE NAMES OF THE CHEMICALS TO BE USED FOR MAINTAINING THE GUARANTEE PARAMETERS AND THE PENALTY PARAMETERS ARE TO BE SUBMITTED IN TABULAR FORM (WATER SYSTEM WISE), ALONGWITH THE OFFER. THE CHEMICAL-WISE PRICE BREAK-UP WILL BE TAKEN FROM THE L-1 BIDDER (THROUGH LETTER/ E-MAIL CORRESPONDANCE), AFTER FINALISATION OF L-1 RATE, FOR CREATION OF BACK-UP PURCHASE ORDER.

25) THE DELIVERY SCHEDULE FOR EXECUTION WILL COMMENCE UPON PLACEMENT OF GeM CONTRACT. NECESSARY CLEARANCE MAY BE TAKEN FROM THE USER, WITH INTIMATION TO THE MATERIALS MANAGEMENT (PURCHASE), PRIOR TO MATERIAL DISPATCH.

26) BIDDERS TO REFER TO THE ATTACHED SPECIFICATION DOCUMENT FOR THE COMPLETE SPECIFICATIONS AND PENALTY PARAMETERS, WHICH IS FINAL AND BINDING ON THE BIDDER.

**(III) GUARANTEE CLAUSE:** THE SUPPLIER HAS TO GIVE PERFORMANCE GUARANTEE FOR MAINTAINING THE GUARANTEED PARAMETERS AND SYSTEM PARAMETERS, AS PER THE TECHNICAL SPECIFICATIONS, DURING THE TREATMENT PERIOD.

**(IV) PRICE VARIATION CLAUSE:** FIRM TILL DELIVERY.

**(V) PACKING CLAUSE:**

1. THE MATERIAL IS TO BE SUPPLIED IN SEALED AND LABELLED CONTAINERS, WITH CHEMICAL NA

ME, BATCH NO., QTY, DATE OF MANUFACTURE AND EXPIRY PRINTED IN BOLD. PACKING SIZE PREFERABLY: 50 LITRE MAX.

2. CHEMICAL DRUMS/ CONTAINERS ARE TO BE PACKED AND SEALED PROPERLY IN ORDER TO AVOID ANY LEAKAGES AND DAMAGE.

**(VI) INSPECTION TERM:**

1. INSPECTION AT RSP STORE AFTER RECEIPT, ON THE BASIS OF THE PHYSICAL CONDITION OF THE DRUM AND QUANTITY AND GC, MTC.

2. JOINT INSPECTION BY MM-INSPECTION, RSP AND REPRESENTATIVE OF THE USER DEPARTMENT.

3. SUPPLIER HAS TO SUBMIT COPY OF GC, TC & MTC TO THE STORE AND PRODUCE THE COPIES OF THE GC, TC, MTC, CALIBRATION CERTIFICATE(S) OF ALL MEASURING INSTRUMENTS AND ADDITIONAL COUPONS TO USER DEPARTMENT ON DEMAND. THE SUPPLIER WILL ALSO SUBMIT MSDs FOR THE CHEMICALS.

**BIDDERS TO NOTE:**

1. Bidder 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. 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.

3. 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 rejected on the grounds of the adverse report(s) received.

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. Other terms**

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

xi. The above, being a case where tender item cannot be split or divided, etc., hence in case of any MSE quoting a price within the band L1+15%, such a bidder may be awarded for full/ complete supply of total tendered value, subject to matching of the L1 price, considering the spirit of the Policy for enhancing Govt. Procurement from MSEs.

xii. THE OPTION CLAUSE FOR QUANTITY EXTENSION, MAY BE READ AS:-

"THE PURCHASER RESERVES THE RIGHT TO INCREASE OR DECREASE THE QUANTITY TO BE ORDERED UP TO 50% OF BID QUANTITY AT THE TIME OF PLACEMENT OF CONTRACT. THE PURCHASER ALSO RESERVES THE RIGHT TO INCREASE THE ORDERED QUANTITY BY UP TO 50% 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."  
THIS IS IN LINE WITH CLAUSE 2 OF SPECIAL TERMS & CONDITIONS OF BUYER ADDED BID SPECIFIC TERMS AND CONDITIONS OF THIS BID.

### 3. Buyer Added Bid Specific ATC

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

#### 4. 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.

#### अस्वीकरण/Disclaimer

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

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

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in

the bid details field in Seller dashboard after logging in as a seller. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

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

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

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

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

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

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

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

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

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

**---धन्यवाद/Thank You---**