

बिड दस्तावेज़ / Bid Document

| बिड विवरण / Bid Details | |
|---|--|
| बिड बंद होने की तारीख/समय / Bid End Date/Time | 19-02-2026 14:00:00 |
| बिड खुलने की तारीख/समय / Bid Opening Date/Time | 19-02-2026 14:30:00 |
| बिड पेशकश वैधता (बंद होने की तारीख से) / Bid Offer Validity (From End Date) | 60 (Days) |
| मंत्रालय/राज्य का नाम / Ministry/State Name | Ministry Of Steel |
| विभाग का नाम / Department Name | Steel Authority Of India Limited |
| संगठन का नाम / Organisation Name | Rourkela Steel Plant |
| कार्यालय का नाम / Office Name | Materials Management Purchase |
| कुल मात्रा / Total Quantity | 21 |
| वस्तु श्रेणी / Item Category | REFRACTORY MANAGEMENT SET FOR 165 T MIXER LADLE , MANAGEMENT FOR 165 T MIXER LADLE BACKUP CASTING |
| GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS | MANAGEMENT FOR 165 T MIXER LADLE BACKUP CASTING |
| GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS | Category not available on GeM for the text string uploaded by the buyer |
| अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification | <ul style="list-style-type: none"> High Alumina Bricks-IS: 14313 |
| एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / MSE Relaxation for Years of Experience and Turnover | No |
| स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Relaxation for Years of Experience and Turnover | No |
| विक्रेता से मांगे गए दस्तावेज़ / Document required from seller | Certificate (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer |
| क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों 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 विवरण/Bid Details | |
|--|---|
| बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension | 4 |
| 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 | 2 |
| 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 |
| प्राथमिक उत्पाद श्रेणी/Primary product category | REFRACTORY MANAGEMENT SET FOR 165 T MIXER LADLE |
| तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation | 2 Days |
| निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM) | No |
| मूल्यांकन पद्धति/Evaluation Method | Total value wise evaluation |
| मध्यस्थता खंड/Arbitration Clause | No |
| सुलह खंड/Mediation Clause | No |

ईएमडी विवरण/EMD Detail

| | |
|-----------------------------|---------------------|
| एडवाइजरी बैंक/Advisory Bank | State Bank of India |
| ईएमडी राशि/EMD Amount | 500000 |

ईपीबीजी विवरण /ePBG Detail

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

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने है। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।/EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this

Policy.

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

लाभार्थी /Beneficiary :

Steel Authority of India Limited

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

विभाजन/Splitting

| | |
|---|-----------------|
| विभाजन/Splitting Applied | Yes |
| बोलीदाताओं की अधिकतम संख्या, जिनके बीच ऑर्डर विभाजित किया जा सकता है। / Maximum No. Of Bidders Amongst Which Order May Be Split | 2 |
| विभाजन मानदंड इस बात पर आधारित है कि कौन सी क्वांटिटी को वितरित किया जाएगा / Split Criteria based on which quantity will be distributed | L1-70% , L2-30% |

एमआईआई खरीद वरीयता / MII Purchase Preference

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

एमएसई खरीद वरीयता/MSE Purchase Preference

| | |
|--|-----|
| एमएसई खरीद वरीयता/MSE Purchase Preference | Yes |
| सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं को खरीद में प्राथमिकता, यदि उनका मूल्य $L1+X\%$ तक की सीमा में हो / Purchase Preference to MSE OEMs available upto price within $L1+X\%$ | 15 |

| | |
|---|----|
| सूक्ष्म और लघु उद्यम को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MSE purchase preference | 25 |
|---|----|

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

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

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

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

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

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

REFRACTORY MANAGEMENT SET FOR 165 T MIXER LADLE (14 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

[Download](#)

इनपुट कर क्रेडिट(आईटीसी) तथा रिवर्स प्रभार (आरसीएम)/Input Tax Credit(ITC) and Reverse Charge(RCM) Details

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

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

| क्र.सं./S.N o. | परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer | पता/Address | मात्रा /Quantity | डिलीवरी के दिन/Delivery Days |
|-------------------|---|---|------------------|---------------------------------|
| 1 | Subodha Pattnaik | 769011,Office of GM I/c Stores & Inspection, Rourkela Steel Plant, Rourkela | 14 | 240 |

MANAGEMENT FOR 165 T MIXER LADLE BACKUP CASTING (7 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

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इनपुट कर क्रेडिट(आईटीसी) तथा रिवर्स प्रभार (आरसीएम)/Input Tax Credit(ITC) and Reverse Charge(RCM) Details

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

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

| क्र.सं./S.N o. | परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer | पता/Address | मात्रा /Quantity | डिलीवरी के दिन/Delivery Days |
|-------------------|---|---|------------------|---------------------------------|
| 1 | Subodha Pattnaik | 769011,Office of GM I/c Stores & Inspection, Rourkela Steel Plant, Rourkela | 7 | 240 |

Buyer added Bid Specific Additional Scope of Work

| क्र.सं./S.N o. | Document Title | Description | रिवर्स प्रभार के अनुसार जीएसटी/Applicable i.r.o. Items |
|-------------------|------------------------------------|-------------|---|
| 1 | PDR-136820 View | Drawing-1 | REFRACTORY MANAGEMENT SET FOR 165 T MIXER LADLE(14) |
| 2 | PDR-150696 View | Drawing-1 | REFRACTORY MANAGEMENT SET FOR 165 T MIXER LADLE(14) |

The uploaded document only contains Buyer specific Additional Scope of Work and / or Drawings for the bid items added with due approval of Buyer's competent authority. Buyer has certified that these additional scope and drawings are generalized and would not lead to any restrictive bidding.

क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें/Buyer Added Bid Specific Terms and Conditions**1. Generic**

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

2. Generic

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

3. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

ADDITIONAL TERMS AND CONDITIONS :**A) Scrutiny of quotation**

a) SAIL reserves the right to not consider the offer of vendors who are banned/suspended/against whom restriction of business has been imposed at any point before the placement of order.

b) In case any specific adverse report is received against a tenderer, as an information or upon enquiry made by SAIL, in respect of capabilities and performance of the tenderer, the quotation / tender submitted by such tenderer is liable to be rejected.

c) Tenderers to quote supply component & application component (service) separately along with relevant taxes & duties applicable. Minimum value of application component in total order value shall be 5%.

d) Tenderers to submit signed copy of attached Annex D : CHECKLIST FOR BIDDERS CREDENTIAL SUBMISSION AGAINST ELIGIBILITY CRITERIA

Annexure - I

TERMS & CONDITIONS:

TOTAL 165T Mixer Ladle Management at RSP

1. GENERAL TERMS:

Performance guarantee and scope of work for refractory lining of 165T mixer ladle on supply cum application and subsequent maintenance basis as required till the end of campaign.

The Bidders/their technical representatives are required to visit the Workplace site at Rourkela Steel Plant in person & may discuss with RE(S) prior to bidding. The broad scope for the successful bidder shall be as follows:

- i) To understand all the details, including size and dimensional tolerances of each entity of the BOM.
- ii) To supply all the materials required for 165 T MIXER LADLES.
- iii) To execute application activities as per the site conditions and requirement.

(a) Scope of supply and services, inspection, marking & packing, payment terms, facilities to be provided by supplier and other terms and conditions are as per this annexure-I.

(b) Indicative bill of material (BOM) for 165T mixer ladle of RSP as per the present lining pattern is enclosed. However the drawing (PDR No. 150696 & 136820) of ladle and BOM of refractory materials given by RSP are indicative only. Supplier may design their own BOM & lining design without affecting the working volume to perform better.

(c) Sketch of 165T Mixer ladle refractory lining is enclosed for guidance only.

(d) The supplier shall select suitable quality of materials so as to achieve the minimum guaranteed life (MGL) of 1500 heats with straight life of 500 heats. However, they are required to submit detailed lining drawing, BOM and typical specification of refractory materials along with their offer for approval. For working lining, quality of the bricks shall be Al-SiC-C only. No other quality in the working lining is acceptable.

Supplier shall quote supply component & application component (service) separately along with relevant taxes & duties applicable.

2. SCOPE OF WORK:

Procurement will be on performance basis and will be on per heat basis. Per heat cost is Set Cost/MGL. And there will be total 2 items.

Item 1:- (cat no. 71511000081696)- Complete relining, repair and maintenance of 165T Mixer Ladle.

Item 2:(71511000081736) -Backup Bottom casting of 165T Mixer Ladle.

For item 1 (71511000081696) Relining/types of Repair will be as follows:-

Following types of relining/repair shall be done in 165T mixer ladle as per instruction of refractory in charge.

Category-1 - Repair/Patching of backup casting and installation of safety and working lining. It shall be carried out once at the beginning of campaign.

Category-2 - Dismantling/Lancing and replacement of bottom impact, slag zone and freeboard shall be carried out as per requirement. Castable patching shall be done on other eroded areas. Maximum two nos. of category-2 repairs shall be carried out within guarantee life i.e. 1500 heats. Third Category-2 repair may be approved after guaranteed life is achieved. The decision of Refractory Dept. will be final in allowing the 3rd Category -2 repair on basis of remaining lining thickness. However material required for the 3rd Category -2 repair shall be supplied free of cost by the vendor.

Category-3 - Free board and slag zone partial repair/ patching is to be carried out whenever required if there is damage to the bricks during top jam/top seal removal. For BOM calculation tentative two category-3 may be carried out in campaign life of a 165T Mixer ladle (Item-1).

No modification in ladle shell and other mechanism is allowed.

3. PAYMENT TERMS:

For item 1 (71511000081696):

a) Supplier shall stand guarantee for 1500 heats for full campaign.

b) Initial Payment:-

i) Against Supply: 70% of set cost + 100% Taxes, Duties and Freight against GARN, which will be adjusted while final payment.

ii) Against Application: 100% of application cost after completion of campaign against certification by Refractories Dept. Any penalty for delay in execution will be deducted from payment against application.

iii) Balance Payment against supply: Final payment shall be made against certification of performance by Refractories Dept as per the following:

c) Final Payment:-

Matured campaign life Amount payable / recoverable

Less than 750 heat = "Nil" payment

(The amount paid as initial payment is to be recovered from supplier's bills.)

≥ 750 to < 1125 heat = (Rs./heat x 0.7 x heat life achieved) - initial payment

≥ 1125 to < 1500 heat = (Rs./heat x 0.9 x heat life achieved) - initial payment

= 1500 heat = (Rs./heat x 1500) - initial payment

> 1500 heat = (Rs./heat x 1500) + (Rs./heat x 0.8 x life achieved beyond 1500) - initial payment.

(Initial payment will be deducted from the above payment or deducted from suppliers running bills if initial payment > final payment. If supplier's running orders are not available, the supplier shall refund the amount to RSP within a month of issuance of performance report)

Final payment shall be made after completion of campaign.

d) For Premature Breakout (through):-

Any premature termination of campaign reason not attributable to refractory performance viz. skulled ladle, thick skulled bottom, ladles taken prematurely away for mechanical repairs, operational reasons etc or any other reason not attributable to refractory shall not be to the supplier's account. The decision of the Refractory in charge will be final in this respect. In such case, the supplier will be compensated for an average ladle life of matured campaigns for that supplier in the current month (or previous month, if no such ladle is available). If the condition is such that there are no matured ladles available for the previous months as well as in the current month then the supplier shall be compensated for an average ladle life of matured campaigns for that supplier in the first subsequent month. If it is the first set by the supplier in the particular order then guaranteed life will be awarded. The remaining unused material kept for subsequent repair for the particular set will be handed over to RSP.

e) Penalty for reasons attributable to supplier are as following:

(i) In case of shortfall of material leading in delay in erection, a penalty of Rs. 50,000/- shall be imposed per case.

(ii) In case of erosion of lining before straight life of 500 heats, a penalty of Rs. 50,000/- shall be imposed per case, if repair is done before straight life due to reasons attributable to ladle Refractory supply or workmanship.

(iii) In case of red spot/ metal-breakout occurs from slag zone of the ladle a penalty of Rs. 1,00,000/- shall be imposed per case.

(iv) In case of metal-breakout occurs from Bottom or Metal Zone of the ladle a penalty of Rs. 3,00,000/- shall be imposed per case.

f) If supplier withdraws his consent for further circulation of the ladle after/before achieving the guaranteed life and subsequently the ladle is taken into circulation by RSP, payment shall be made only for the life at which supplier has given his consent.

g) The decision for continuing of ladle in circulation or putting down for dismantling will be taken by RSP only & the same is binding on the supplier.

h) Bonus and Penalty are absolute amounts. No taxes, duties etc. are applicable for bonus and penalty amounts.

i) In case of premature end of campaign due to reasons not attributable to Refractories, full payment against the application charges shall be made.

For item 2 (71511000081736):

i. Payments against Supply: 100% of set cost + 100% Taxes, Duties and Freight against GARN

ii. Payments against Application: 100% of application cost after certification by Refractories Dept. against successful installation of casting.

4. SET QUANTITY, LINING THICKNESS, QUALITY OF MATERIALS:

item 1 (71511000081696): Items and quantities required for relining of one complete ladle including insulation, safety, working lining and other refractory materials for intermediate repairs including repair of bottom casting is a set of Refractories (including any material to be filled up in expansion joint). The quality of working lining brick shall be Alumina-Silicon Carbide-Carbon quality only.

Item 2 (71511000081736):- LCC 70 or equivalent suitable material is required for complete bottom casting of 70-75mm thickness at periphery for 165T Mixer Ladle. Required SS anchor for the same needs to be provided by the supplier (Anchors spacing shall not be more than 200 mm). One set of casting material needed to be stored in refractory store at any point of time. Tentatively 4T of LCC-70 Castable will constitute a set. Requirement for casting set will be intimated to the supplier by Refractory in charge so that material can be supplied on need basis without compromising the shelf life of Castable.

Supplier shall submit BOM separately for item 1 & 2.

a. The Bill of material of different Refractories in the set including indicative specification, quantity, weight and Refractory lining GA drawing shall be submitted to Refractory Dept. before supply for approval. Supply should be affected strictly as per approved bill of material. Any shortfall of materials in the set as indicated by the supplier for relining and repair of ladles shall be made available by the supplier without any extra cost to RSP and without any delay. Supplier is to indicate the break-up of composition for initial relining, two Cat-2 repairs and two numbers of Cat-3 repairs.

b. For item 2 LCC-70 Castable as per requirement on set basis to be supplied.

c. For release of initial payment, the set formation is considered as complete provided supply of material for initial lining, two Cat-2 repairs and two cat-3 repairs for item 1.

d. All the left over items after completion of the order execution shall be considered as RSP material without any claim by the supplier.

e. Supplier is required to design their own lining profile without changing the working volume as per the drawing provided. The BOQ and specification of refractory materials given by RSP are indicative only.

f. The supplier shall select suitable quality of materials so as to achieve the guaranteed life. However, they are required to submit detailed lining drawing, BOM and typical specification of refractory materials along with their offer for scrutiny. For working lining, quality of the bricks shall be Al-SiC-C only. No other quality in the working lining is acceptable.

g. Additional Supply: Any Additional refractory material for hot repairs and any other material for completion of campaign if required shall be supplied by the party free of cost. RSP shall however avail ITC credit against the relevant GST documents submitted by the Supplier for the repair materials and reimburse the same to the suppliers. Any material left after order fulfillment & campaign completion will be the property of RSP.

5. PACKING:

a) Supplier shall provide packing for the materials in accordance with the best established practice so as to protect the contents from damages during transit by AIR/SEA/RAIL/ROAD from the point of manufacturing till arrival at RSP site which may involve multiple handling. All packing materials shall be seaworthy. However,

er, all bricks & monolithic including free supply materials shall be securely packed in wooden pallets weighing not more than 1.2 MT per pallet. The pallet size shall not be more than 1.2m (L) x 1.0 m (W) x 0.8m (H). The forklift's fork insertion shall be from broader face. The pallet should be sturdy and shall be able to withstand transit & multiple handling. The pallet shall be shrink-wrapped with polythene sheet for water resistance. All bricks & pallets shall have material identification mark / labels clearly visible indicating supplier's name, brick shape/size/nomenclature, quality, quantity per pellet and A/T no.

b) All monolithic materials shall be packed in 25 Kg new HDPE bags & then to be packed into Jumbo bag or wooden pellets. Each HDPE bag & Jumbo bag / Pellet shall be marked with material identification mark clearly. Monolithics must be supplied with a minimum shelf life of 6 months.

c) Material shall be supplied set wise and the packing shall be marked accordingly. All packages of a consignment say, 8 packages, shall be marked as 1/8, 2/8, 3/8..... upto 8/8. Each package shall have detailed packing list of materials as per approved BOM.

6. MARKING:

All bricks shall be manufactured & marked with respective shape name/number & quality inscribed on the brick up to a maximum depth of 2 mm on the working face using different colors for different qualities for proper identification of materials. Alternately, the shape number may be marked with water insoluble ink in English or with indelible paint by stenciling. In addition to this, they shall be marked with supplier's monogram on the non-working face of the bricks. Colour coding quality wise shall be done on the working surface to avoid mix-up of different quality of bricks of similar shapes during relining.

7. INSPECTION:

Physical inspection as per the A/T Bill of Material will be carried out by the R.S.P inspecting authority at R.S.P store. Also items not confirming to the requirement at site w.r.t. physical dimension or found defective on visual examination shall not be used and Party has to replace the material free of cost. Material shall be dispatched supplied against supplier's Test Certificates & Guarantee Certificates.

7.1. The specification of each quality as indicated by supplier shall be the guideline for audit check in case of any abnormality found during/after use.

8. OPERATING CONDITIONS at RSP-SMS-II

Please note that the information contained is only indicative and is in no way binding on SAIL-RSP. The operating conditions may vary to suit to the requirement for production of steel in the shop. Supplier will not have any claim whatsoever connected to these parameters.

For Item 1:-

- i. Ladle capacity (in tons): 165 (Approx)
- ii. Hot metal Temperature from torpedo : +1280 deg.C - 1460 deg.C
- ii. Ladle Route: Torpedo=> DS =>Converter or Mixer => Converter
- iv. DS Heats around 20% of heats

Average ladle Cycle time from metal charging to discharging (Metal holding time): ½ to 1 Hrs.

9. SUPPLIER'S SCOPE:

a) Supply of refractory materials at RSP stores. All the items shall be palletized separately as per set quantity. Description of the item, quantity, A/T no. and date, supplier's name shall be clearly stamped on each pallet. All the monolithic items shall be supplied strictly in 25 Kg. bags and then palletized, with similar details as mentioned above printed on each bag. All the bricks shall be stamped with item no. & supplier's name.

b) Lancing/relining/repair jobs are to be carried out on round the clock basis.

c) Supply of suitable anchors and welding of the same shall be in the scope of supplier. Design of the anchor, along with anchor spacing and quality and quantities of anchors are to be furnished to Refractory Dept. before commencement of the job for approval.

d) Supplier has to ensure monitoring of the ladles round the clock while in operation & any abnormality observed should be brought to the notice of Refractory Dept. immediately. Decision of RSP representative (Refractory Dept/OPRN) will be final & binding regarding the continuation of the ladle in circulation or putting down for repair/de-bricking. In case of non-engagement of resources/supervisor from Supplier's side to monitor the ladle while in operation, then a penalty of Rs. 10000.00 per shift shall be imposed maximum up to Rs. 1,00,000.00 for each ladle.

e) For de-bricking, relining and back up casting, all the tools, tackles including pneumatic/electric breakers with chisels, castable mixer, vibrator along with hose for the castable application, brick cutting M/c. including blades, formats etc., shall be arranged by the supplier. Pneumatic rammer along with hose pipes, pan mixer machine, Gunning machine with connecting hose pipes, lancing hose pipes along with maintenance and spare parts and any other tools and tackles required during dismantling/relining/gunning shall be in scope of Vendor

f) To carry out the relining as per the schedule given by RSP. The time schedule is as follows:

- For relining in all respects (including bottom/wall casting repair): 5 shifts maximum (excluding cooling and heating)
- For Category-2 job : 6 shifts maximum (excluding cooling and heating)
- For Category-3 job : 3 shifts maximum (excluding cooling and heating)
- For bottom casting for item 2: 2 shifts maximum (excluding cooling and heating)
- Lancing required during repair is in the scope of vendor.

g) Supplier shall ensure sufficient resources for the round the clock job execution as per schedule given by Refy Dept officer In-charge. Penalty will be levied if there is a delay in jobs @ Rs. 20,000.00 per shift in each case.

h) Shell temperature measurement is in the scope of supplier. It is to be recorded on daily basis.

i) Supplier is required to arrange welding machine, gas cutting machine, suitable welding electrodes, grinding machine etc., as per requirement to carry out anchor welding of bottom and ladle shell. The Supplier / Contractor shall ensure usage of ISI marked regulator, hoses, nozzles, cutting torches, welding holders and cables for the cutting and welding works. This must be adhered strictly.

j) Supplier shall draw the electricity, water, compressed air connection from the sources which exists at S MS-II ladle bay. Any extra facility like air compressor, if required, is to be arranged by the supplier free of cost.

- k) All the debris generated during relining and repair has to be cleaned by the supplier within 2 days of relining and repair, otherwise penalty of Rs. 20,000.00 will be levied.
- l) Ladle bottom Castable casting as and when required shall be carried out by the supplier. For the same Castable mixer and vibrator is in the scope of supplier. Formats/scaffolding required for casting is to be arranged by supplier.
- m) Supplier has to furnish the pre-heating schedule for new and repaired ladle and monitor the preheating.
- n) All the vent holes shall be cleaned before starting of lining activity.
- o) Vendor is required to deploy operators for Fork Lifts, Material Feeding system (Cantilever/Hydra) for loading/unloading/shifting of refractory materials and their equipment, during relining/dismantling/gunning & housekeeping work. The forklift/hydra operators must be having required LMV / heavy vehicle license
- p) The transportation of materials shall be done by the Supplier for which trucks with valid fitness and driver having required license with helper shall be arranged by supplier. Loading at RSP stores shall be done by the purchaser and unloading shall be done by the supplier. Suitable and safe transfer of Ladle set materials from stores to actual working site and feeding inside the ladle shall be the responsibility of the supplier (for which forklift if required shall be provided by RSP) but operator needs to be arranged by supplier having required licenses to operate it. In case of non-availability of cantilever crane/overhead crane, sufficient manpower shall be engaged for feeding of materials.

10. RSP'S SCOPE:

- a. Providing storage space for refractory material at SMS-II ladle bay site.
- b. Providing services like water, electricity, compressed air, oxygen, oxygen lancing pipe and hose etc., available at SMS-II at free of cost as per existing facilities.
- c. Preheating of ladles under the supplier's supervision with the existing equipment.
- d. Dismantling of old refractory bricks before start of campaign. However dismantling and cleaning of old bottom castable is under the scope of supplier.
- e. All the mechanical repair/maintenance shall be carried out by RSP including shell and top plates.
- f. Supply of all steel materials for shell and lip plates at SMS-II free of cost (except anchors).
- g. Shop EOT crane and forklift shall be provided free of cost subject to availability only. However supplier should have own arrangement of operators for shifting materials inside the ladle for lining.

11. STATUTORY REQUIREMENT:

- i. All safety procedures of RSP shall be followed including using of proper safety appliances inside the shop floor area by the workmen of the supplier.
- ii. All procedures, conditions and statutory requirements shall be fulfilled which are in vogue at RSP with respect to engagement of manpower.

12. QUANTITY VARIATION CLAUSE:- Successful bidder to agree for quantity variation clause of +25% ordered quantity at the same rate, terms and conditions with the stipulated delivery schedule.

13. DIVERSION CLAUSE - In case of repeated failure of one party to supply the RH-OB management sets as per RSP's requirement, the pending order quantity may be diverted to other firms.

DELIVERY REQUIREMENT:

Delivery is to start within 2 month of order placement. The supply of sets are to be done in phases as per requirement of RSP, which will be communicated from time to time.

EMD DETAILS :

EMD AMOUNT - Rs. 5,00,000/-

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

B.

i. EMD may be submitted in the form of online transfer, Demand Draft (DD), Banker's cheque, Bank Guarantee (BG) or Fixed Deposit Receipt (FDR) from any scheduled Commercial Bank except Co-operative and Gramin Bank. In case of submission of EMD in any offline form as above, the hard copy of the same will have to be submitted directly to SAIL-RSP within five (05) days of bid opening in Sealed Envelope super scribing the tender/ bid reference, Due Date & the words " **EMD for Procurement of 165 T mixer ladle management sets** " at the following address:-

To,
The Deputy General Manager (MM-Refractory Purchase)
Sixth Floor, MM (Purchase)
Room no-610, Administration Building
Rourkela Steel Plant
Steel Authority of India Limited,
Rourkela - 769011 (Odisha)

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

ii. Since GeM allows EMD submission through eBG mode also, submission of eBG is also acceptable, using UIN Number NCTGC2415P for reference during eBG submission.

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

iv. In case any bidder intends to submit EMD in the form of BG, such bidders may kindly submit the BG in the format attached with this bid.

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

vi. Bank Guarantee / online transfer must be established in favor of Steel authority of India Ltd., Rourkela Steel Plant routed through 'STATE BANK OF INDIA, S.M.E. BRANCH, BISRA CHOWK, ROURKELA, DIST: SUNDARGARH-769001 (ODISHA), IFSC: SBIN0009678, SWIFT: SBININBB137, on the basis of a counter guarantee issued by beneficiary's bank. Bank A/C no: 10607498956, MICR CODE: 769002014

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

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

ELIGIBILITY CRITERIA:

1) Financial turnover of the firm in any one of the last three financial years shall be greater than or equal to INR 3,35,47,500.00 certified by a practicing CA with valid UDIN.

2) Make in India compliance- The bidder shall be an Indian Refractory manufacturer (Class-I or Class-II local supplier as per Order No.P-45021/2/2017 PP (BEII) of DPIIT, Ministry of Commerce, and GOI and subsequent amendments). The tenderer shall submit:

a. Self-attested copies of suitable documents like GST Registration/Business License/ISO certificate or any other Govt. certified document for evidence of bidder's status as manufacturer of the refractory material.

b. Certificate of value addition in India from competent authority and in specific format as stipulated in the tender.

3) Past Experience Criteria: The bidder should have the experience of having completed #Similar Orders# or tendered item from Govt Organizations/ PSUs or Public Limited Companies in India, operating with BOF/ EAF-LF/ARS/RH/VAD- CCS route with minimum Heat size of 110 T during last five years (end date is the last day of the month previous to the one in which tenders are invited). In support of Eligibility & Experience, the tenderer is required to submit self- attested photocopies of Purchase Orders & corresponding supply Invoices/E-Way Bill/ Completion Certificate/ Performance Certificate etc.

"Similar Order" means supply of Al-SiC bricks for Transfer Ladles/ Torpedo Ladles.

4) In case, bidder, who conforms to Clause No. 2 of Eligibility Criteria or is a subsidiary or a sales unit of a parent company (manufacturer), then credentials / performance of either bidder or parent company will be considered (subject to parent company having majority ownership of the bidder) as per S. No. 3. In such cases documentary evidence for bidder being subsidiary of parent company and parent company having majority ownership of the bidder needs to be submitted. Both subsidiaries, sales unit, parent company participating in tender must comply with order no F. No. 6/18/2019-PPD dated: 23/07/2020 (& subsequent amendments) of Ministry of Finance regarding any bidder from a country which shares a land border with India.

5) The bidder must have achieved life of minimum 1350 heats in minimum 5 nos. of Transfer ladle of capacity 149 T or more (as per eligibility matching with clause no 3). Necessary documentary proof like Performance Reports or endorsement from respective plants is required to be submitted.

OR

The bidder must have achieved life of minimum 1800 heats in minimum 3 sets of Torpedo Ladle of capacity 315T or more (as per eligibility matching with clause no 3). Necessary documentary proof like Performance Reports or endorsement from respective plants is required to be submitted.

Special Note:

a. Vendors who have successfully achieved the trial performance for item being tendered, shall be considered acceptable in a plant where trial was conducted. (Irrespective of their fulfilling the past experience criteria).

b. Vendors in CVL list for category corresponding to item being tendered shall automatically get qualified against the tender irrespective of the fulfilling the eligibility criteria.

c. Vendors not included in CVL but fulfilling the criteria mentioned in the "Common Vendor Base"(Proven in /Acceptable to minimum 2 plants) at the time of similar products being tendered out, shall automatically be eligible to participate for the tendered out item.

SAIL GUIDELINE ON VERIFICATION OF CREDENTIALS :

1) SAIL RESERVES THE RIGHT TO VERIFY ANY SUPPORTING DOCUMENT(S) SUBMITTED BY A PARTICIPATING TENDERER/BIDDER FROM ITS SOURCE (DOCUMENT ISSUING AUTHORITY).

2) IN THE INTEREST OF EXPEDITIOUS COMPLETION OF VERIFICATION, A PARTICIPATING TENDERER /BIDDER SHALL PROVIDE A LIST OF EACH SUPPORTING DOCUMENT ON ITS LETTER-HEAD AS PER "ANNEXURE-S", ALONG WITH THE CONTACT DETAILS (POSTAL ADDRESS, EMAIL ADDRESS, LANDLINE / MOBILE NUMBER) OF THE ISSUING AUTHORITY OF EACH SUPPORTING DOCUMENT FOR VERIFICATION.

3) 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.

4) 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 EXISTANT GUIDELINES OF SAIL.

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

1) AUTHORIZED AND COMPETENT PERSON OF THE FIRM SHOULD PUT THEIR SEAL AND SIGNATURE ON FORMAT FOR COMPOSITE UNDERTAKING ,FILLED COMMERCIAL DATA SHEET, SELF CERTIFIED DOCUMENT FOR MAKE IN INDIA COMPONENT (AS PER ANNEXURE A(i)GIVEN IN BID) , ANNEXURE "S" AND SUBMIT THE SAME LONG WITH THE OFFER .

2) GUIDELINES ON BANNING OF BUSINESS DEALINGS WITH SAIL IS AVAILABLE ON SAIL TENDER WEBSITE <https://sailtenders.co.in> AND IS APPLICABLE FOR THIS BID.

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

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

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

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

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

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

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

10) HALF -YEARLY BALANCE CONFIRMATION IS TO BE PROVIDED TO THE PAYING AUTHORITY WITHIN ONE MONTH OF CLOSE OF THE PERIOD I.E. FOR BALANCES AS ON 30TH SEPTEMBER WILL BE CONFIRMED WITHIN 31ST OCTOBER AND BALANCES AS ON 31ST MARCH WILL BE CONFIRMED WITHIN 30TH APRIL .

11) IN CASE ANY SPECIFIC ADVERSE REPORT IS RECEIVED AGAINST A TENDERER, AS AN INFORMATION OR UPON ENQUIRY MADE BY SAIL, IN RESPECT OF CAPABILITIES AND PERFORMANCE OF THE TENDERER, AFTER RECEIPT OF TENDER (EVEN AFTER OPENING OF PRICE BID), THE QUOTATION/ TENDER SUBMITTED BY SUCH TENDERER IS LIABLE TO BE REJECTED.

4. **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. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
16. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

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

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

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

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

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

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

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

compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---धन्यवाद/Thank You---