

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	28-01-2026 13:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	28-01-2026 13:30:00
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	800
वस्तु श्रेणी /Item Category	BELT, CONVY, STEEL CORD, XE, M24, 2500KN, 10+ 8 MM, 1800MM
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	STEEL CORD MAIN CHARGING CONVEYOR BELT
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Conveyor Belting Of Elastomeric And Steel Cord Construction-IS:15143, Steel Tubes for Idlers for Belt Conveyors as per IS 9295, Steel Tubes for Idlers for Belt Conveyors (V2) as per IS 9295
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	<ul style="list-style-type: none"> Conveyor Belting Of Elastomeric And Steel Cord Construction-IS:15143
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

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	5
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	1
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	Yes
रिवर्स नीलामी योग्यता नियम/RA Qualification Rule	H1-Highest Priced Bid Elimination
क्रेता के लिए उपलब्ध आईटीसी/ITC available to buyer	Yes
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 Days
निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

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 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:

- If number of technically qualified bidders are only 2 or 3.
- If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.
- In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
- 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
- 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.

BELT, CONVY, STEEL CORD, XE, M24, 2500KN, 10+ 8 MM, 1800MM (800 meter)

(क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक/Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

तकनीकी विशिष्टियाँ /Technical Specifications

क्रेता विशिष्टि दस्तावेज़ /Buyer Specification Document	Download
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इनपुट कर क्रेडिट(आईटीसी) तथा रिवर्स प्रभार (आरसीएम)/Input Tax Credit(ITC) and Reverse Charge(RCM) Details

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

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

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	AJIT KUMAR SAHOO	769011,PS-II STORE, SAIL - ROURKELA STEEL PLANT	800	180

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

1. **Generic**

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

2. **Generic**

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

3. **Generic**

Data Sheet of the product(s) offered in the bid, are to be uploaded along with the bid documents. Buyers can match and verify the Data Sheet with the product specifications offered. In case of any unexplained mismatch of technical parameters, the bid is liable for rejection.

4. **Generic**

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

5. **Generic**

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

6. **Scope of Supply**

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

7. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

BUYER ADDED ATC

Requirement Description: STEEL CORD MAIN CHARGING CONVEYOR BELT 1800MM FOR CYCLE 2026-27

Mode of Tendering: OPEN TENDER ENQUIRY IN GEM

Item List:-

Item No	Item code	Item Description	Quantity	Unit
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10	45120004701003	BELT, CONVY, XE, M24, 2500KN, 10 +8 MM, 1800MM	800	M
		Specifications: CONVEYOR BELT TYPE : ST(STEEL CORD) GRADE : XE,M24 TENSILE STRENGTH : 2500KN/M SIZE, TOP / BOTTOM COVER : 10 +8 MM WIDTH : 1800MM ADDITIONAL INFORMATION : ISO 15236 & DIN 22131 CONVEYOR BELT, HD NO. OF CORDS : 116 CORD PITCH : 15.0 MM CORD DIA : 6.8 MM CORD CONSTRUCTION : 7 X 19		

Special Terms & Conditions

1.The belt shall be supplied as per DIN22131/ ISO15236 Standard. Belt marking and belt testing shall be done as per DIN 22131-Part2/ISO 15236 and DIN 22131-Part3/ ISO 15236 respectively.

2. The firm shall confirm that the supplied belt will run smoothly when joined with the existing belt installed in Main Charging Conveyor of BF#5. The firm may visit the Main Charging Conveyor of BF#5 of Rourkela Steel Plant. The existing belt is under continuous operation handling ore /coke /flux /sinter/other additives at the rated capacity of 2300TPH.The basic installation details of the Main Charging Conveyor are:

- a. Conveyor Length along the belt- 468m
- b. Centre to Centre Distance (Horizontal) - 462.30m
- c. Designed capacity- 2760TPH
- d. Lift- 68.50m
- e. Belt Speed - 2.0m/s
- f. Tension running/starting- 453.26KN/680KN
- g. Type of drive- Dual Snub Drive (3-working,1-standby)
- h. Motor Power- 400KW Each

3. Belting is also acceptable with a tolerance on length of + 2% (max) . Any belt with negative tolerance i.e. where the belt length is less than the Reel Length given in the order shall not be accepted and is liable for rejection.

4. After installation of the supplied conveyor belting, if any manufacturing defect is found in the installed belt

elt within the guarantee period, the party is liable to replace the defective supply free of cost within reasonable time of the intimation. Further the party has to bear the installation cost at site, of the defective supply.

5. In addition to point no. 4 above, the supplied belt shall be considered defective if: a) The length of the belt is found shorter than the invoiced length.
b) Marking on supplied belt drum and belt not found as per DIN 22131-Part2 / ISO 15236 standard. The party is liable to replace such defective supply free of cost within reasonable time of the intimation and if party fails to do so, cost of belt shall be recovered from the party.

6. Reel Length:- 200M

7. For Ordering, quantity may vary by +40%, as per RSP's requirement and at RSP's discretion.

8. Supplier shall be solely responsible for the quality of the belt supplied.

9. RSP reserves the right to inspect the belts after receipt.

10. Supplier shall undertake to replace free of cost, any item found not conforming to specifications as mentioned in the PO.

11. RSP also reserves the right to conduct at its own discretion stage inspection as well as final inspection at the premises of the manufacturer as and when deemed necessary

12. RSP reserves the right to close the PO, if the delivery is not completed within scheduled delivery date.

Inspection Term

Before dispatching the belt to RSP, supplier will have to get the belt inspected by any of the following companies or their associate companies or their counterparts in the country where the supplier is located:

- (i) RITES Ltd
- (ii) Lloyds Register
- (iii) Bureau Veritas
- (iv) Any TUV company

The inspection will be arranged by the supplier and the cost of this inspection will be borne by the supplier. Test Certificate, issued by the inspection agency, must indicate conformity of the belt to the tender specification. The third party inspecting agency will also verify the reel length and marking requirement given in the purchase order. Supplier shall have to provide test certificates at the time of supply. After receipt of the material, RSP Inspection will arrange visual checking and also check documents submitted by supplier including test certificate of third party and the belts will be accepted based on their third party inspection. However, RSP reserves the right to conduct audit check by getting some samples tested in third party laboratory too as and when decided. Testing shall be done at any accredited NABL Laboratory

Place of Inspection

AT THE FIRM'S PREMISES

Inspection Agency

Before dispatching the belt to RSP, supplier will have to get the belt inspected by any of the following companies or their associate companies or their counterparts in the country where the supplier is located:

- (i) RITES Ltd
- (ii) Lloyds Register
- (iii) Bureau Veritas
- (iv) Any TUV company

Guarantee Clause

Performance Guarantee will be provided against quality and workmanship for a period of 12 months from date of use or 18 months from date of supply, whichever is earlier.

Price Variation Clause

Price will remain firm till completion of Purchase Order.

Delivery Requirement

1. WITHIN 06 (SIX) MONTHS FROM THE DATE OF PURCHASE ORDER PLACEMENT.

Packing Clause

Conveyor belt will be packed suitably in steel drums. Belts will be covered on top and sides with water resistant packing to protect the belts from sunlight and rain. The steel drum will have a central pipe of suitable diameter and thickness. The central pipe should have a round bore and should cover the entire width of the drum. Marking on drums will be printed clearly prominently and in a durable manner. The marking on drums will include manufacturer's belt identity no., consignee, consigner, PO No and date, RSP's catalogue no, belt specification, length in meter, weight in kg, direction of coiling and the position of belt end. Cumulative length of the belt shall be painted at every 10 Meter on carrying side of the belt and also at end of every belt reel. The belt shall not be accepted and is liable for rejection if marking is not as per above DIN/ISO standard.

Liquidated Damages Clause

GEM CASE- 0.5% OF THE CONTRACT VALUE OF DEFAULTED QTY PER WEEK OR PART THEREOF, MAX 10%.

Terms Of Payment

GEM CASE- 100% PAYMENT WITHIN 10 DAYS FROM GARN

Eligibility Criteria

1. The bidder must be a manufacturer of Steel Cord Conveyor Belt.

The bidder will have to submit along with their TC Bid, self attested copies of Excise Registration/NSIC Registration/ DIC Registration/ any other Govt. certificate/ISO Certificate (whichever is relevant), in evidence of the bidder's status as an indigenous manufacturer of Steel Cord Conveyor Belts.

2. The manufacturer must submit the bid directly. Order will be placed on manufacturer only. Offer submitted by an agent, marketing firm, channel partner, distributor, sister concern, etc. of the manufacturer, even if accompanied by the manufacturer's authorisation to submit Offer, will not be entertained. Similarly, a manufacturer's Offer asking for Order-placement on an agent, marketing firm, channel partner, distributor, sister concern, etc. of the manufacturer will be rejected.

3. The bidder must have successfully supplied Steel Cord Conveyor Belt of at least 1800mm width and minimum Tensile Strength of 2500KN/M (i.e ST 2500) as per DIN 22131 / ISO 15236, as detailed below:

"The party must have either executed at least two separate orders to a single firm of minimum 200m length in each order"

Or

"The party must have executed at least one order of minimum 400m length and must submit documents supporting the performance of the same for a minimum period of 01 year".

Supplies should have been made directly, during the period 01.01.2020 to 31.12.2024 to any of the following Indian industries:

SAIL Plants/Units, RINL, TISCO, any large steel plant in Public/Private Sector (Minimum 2 MTPA) with iron Ore /coal/coke/sinter handling facilities, PSU Coal Companies, PSU Mining Companies, PSU Thermal Power Plants, PSU/Public Limited Cement companies.

In support of this, the bidder shall submit following documents along with TC Bid:

- i. Notarised copy of Purchase Order
- ii. Notarised copy of Lorry Receipt/ Consignment Note
- iii. Notarised copy of Excise Invoice
- iv. Notarised copy of Goods Receipt Note or similar document in evidence of receipt of the belt by t

- he consignee
- v. Notarised copy of Test Certificate
- vi. Full address and contact details of the customer

4. In support of successful completion of purchase orders mentioned and submitted by the bidder as required above, they shall submit:

i. In case of at least two orders to a single firm supply experience- Performance certificates/supporting documents from the purchaser or a self-attested declaration that the item supplied against above purchase orders have been put to use and has no adverse report from the purchaser as on bid submission date

OR

In case of single order supply experience - Performance certificate/supporting documents from purchaser or self attested declaration establishing satisfactory performance for a minimum period of 01 year as on bid submission date.

ii. A self-attested declaration that the above purchase orders are regular order and not a trial order

Notes:

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1. Number of Sources : One

2. RSP reserves the right to depute its Inspecting Officer to any bidder's premises for an on-the-spot assessment of the bidder's manufacturing facilities, quality assurance system, etc. An adverse on-the-spot assessment report may make the bidder's Quotation liable for rejection.

3. RSP reserves the right to reject the offer of any bidder on the basis of unsatisfactory performance in respect of quality, delivery, etc. or any other adverse information received or gathered.

4. In case any adverse report is received against a tenderer, as an information or upon enquiry made by SAIL, in respect of capabilities or performance of the tenderer after receipt of tender, or even after opening of price bid, the quotation/tender submitted by the tenderer is liable to be rejected.

5. 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.

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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.

Other Terms & Conditions

1) RISK PURCHASE CLAUSE:

Subject to the Terms & 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 buyer, after having come to know of such negligence or non-performance, after giving 15 days notice to the seller to supply/rectify/replace or such any extended period that the seller and buyer may mutually agree, shall take such action as it considers fit including but not limited to taking risk purchase action for supply of similar materials, mitigating any losses, at the risk & cost of the seller as far as the undelivered quantity in that delivery period is concerned. The right of the purchase for risk purchase action is in addition to the right of purchaser to terminate the contract due to the fault of the seller. The price differential in case of higher cost to RSP, 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 RSP or in other SAIL Units.

Moreover the defaulting seller shall have no claim over the quantity which they failed to supply.

2) RSP will be placing back-up order against GEM Contract(s) on successful bidder(s). The vendor should mention the full back up order number in the invoices and other documents for accounting of material.

3) No technical deviation is acceptable. By submitting bid, the bidder is accepting all terms & conditions of the bid, terms & conditions laid down in the additional terms & conditions, as well as GEM Terms & Conditions.

4) All price quoted on GEM will be in unit(s) mentioned and on landed cost basis, inclusive of GST and all taxes & duties.

5) The offers of bidders whose performance in RSP has been found unsatisfactory will not be considered and RSP reserves the right to summarily reject such offers during any stage of tender.

6) TENDERERS MUST COMPULSORILY SUBMIT FORMAT OF UNDERTAKING, SELF DECLARATION, ANNEXURE-S AND ANNEXURE-B AS PER FORMAT ENCLOSED IN ATC. (mandatory submission)

8. 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---