

बिड दस्तावेज़ / Bid Document

बिड विवरण / Bid Details	
बिड बंद होने की तारीख/समय / Bid End Date/Time	04-03-2026 10:00:00
बिड खुलने की तारीख/समय / Bid Opening Date/Time	04-03-2026 10:30:00
बिड पेशकश वैधता (बंद होने की तारीख से) / Bid Offer Validity (From End Date)	90 (Days)
मंत्रालय/राज्य का नाम / Ministry/State Name	Ministry Of Steel
विभाग का नाम / Department Name	Steel Authority Of India Limited
संगठन का नाम / Organisation Name	Bokaro Steel Plant
कार्यालय का नाम / Office Name	Contract Cell Works
वस्तु श्रेणी / Item Category	Custom Bid for Services - Dressing of uneven loaded railway wagons to the satisfaction of railway at SOBK & FOS Siding Kiriburu Iron Ore Mines (KIOM) for the departmentally loaded wagons and releasing the rake from their end within stipulated time..
समान श्रेणी / Similar Category	<ul style="list-style-type: none"> Mine Development & Operations Service(MDO) - Performance Based
अनुबंध अवधि / Contract Period	1 Year(s)
वर्षों के अनुभव एवं टर्नओवर से एमएसई को छूट प्राप्त है / MSE Relaxation for Years Of Experience and Turnover	Yes Complete
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Relaxation for Years of Experience and Turnover	No
विक्रेता से मांगे गए दस्तावेज़ / Document required from seller	Experience Criteria, Bidder Turnover, Certificate (Requested 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 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?	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)

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	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	3 Days
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation

ईएमडी विवरण/EMD Detail

आवश्यकता/Required	No
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ईपीबीजी विवरण /ePBG Detail

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

एमआईआई अनुपालन/MII Compliance

एमआईआई अनुपालन/MII Compliance	Yes
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1. If the bidder is a Micro or Small Enterprise as per latest orders issued by Ministry of MSME, the bidder shall be relaxed from the eligibility criteria of "Experience Criteria" as defined above subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Experience Criteria, shall upload the supporting documents to prove eligibility for Relaxation.

2. If the bidder is a Micro or Small Enterprise (MSE) as per latest orders issued by Ministry of MSME, the bidder shall be relaxed from the eligibility criteria of "Bidder Turnover" as defined above subject to meeting of quality and technical specifications. If the bidder itself is MSE OEM of the offered products, it would be relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover, shall upload the supporting documents to prove his eligibility for Relaxation.

3. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for

determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

4. 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.

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

GEM Availability Report (GAR):[1770182386.pdf](#)

Undertaking of Competent Authority is mandatory to create Custom Bid for Services. Please download standard format document and upload:[1770183357.pdf](#)

Scope of Work:[1770298446.pdf](#)

Payment Terms:[1770298453.pdf](#)

Instruction To Bidder:[1770465876.pdf](#)

Custom Bid For Services - Dressing Of Uneven Loaded Railway Wagons To The Satisfaction of Railway At SOBK & FOS Siding Of Kiriburu Iron Ore Mines (KIOM) For The Departmentally Loaded Wagons And Releasing The Rake From Their End Within Stipulated Time.. (1)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	Dressing of uneven loaded railway wagons to the satisfaction of railway at SOBK & FOS Siding of Kiriburu Iron Ore Mines (KIOM) for the departmentally loaded wagons and releasing the rake from their end within stipulated time
Regulatory/ Statutory Compliance of Service	YES
Compliance of Service to SOW, STC, SLA etc	YES
एडऑन /Addon(s)	

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	No
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इनपुट कर क्रेडिट(आईटीसी) तथा रिवर्स प्रभार (आरसीएम)/Input Tax Credit(ITC) and Reverse Charge(RCM) Details

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

अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

प्रेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.No	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	Quantity	अतिरिक्त आवश्यकता /Additional Require
1	Ram Singh	827001,Admn Building Bokaro Steel City	Project / Lumpsum Based	N/A

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

1. Generic

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 perc the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

2. Certificates

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.

3. Buyer Added Bid Specific ATC

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

4. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

STEEL AUTHORITY OF INDIA LIMITED

(A Govt. Of India Enterprise)
CENTRAL MINING & LOGISTICS ORGANISTAION
JHARKHAND GROUP OF MINES,
KIRIBURU IRON ORE MINES
KIRIBURU-833222
(Regd. Office: Ispat Bhawan, Lodi Road, New Delhi)

INSTRUCTIONS TO TENDERERS

Sealed tenders are invited from bonafide, resourceful & competent parties having rience in excavation, loading & transportation of any type of ore/minerals/waste/le e/slime as per detailed Scope of work mentioned at Clause-1 of Special Conditions ntract (SCC) at Kiriburu Iron Ore Mines , JGOM, SAIL-CMLO, P.O.: Kiriburu, District: W Singhbhum, State: Jharkhand, Pin Code: 833222.

1 Tender Document with necessary details as available on GEM platform.

Any addendum/ corrigendum/extension of Bid submission/ Bid opening if any, shall also be available on GEM platform.

2 Type of Bid: 02 (two) Packet Bid.

3 All tenderers shall submit Bid Securing Declaration (**Annexure-1**) in their letterhead duly signed by the authorised signatory in lieu of Earnest Money Deposit (EMD).

4 The tender shall be valid for 90 days for acceptance from the date of opening of tender and prior withdrawal of submission of any fake/false documents/clarifications thereof shall debar the tenderer for participating in tender by SAIL-CMLO- JGOM for 06 months followed by banning action as per SAIL Rules & Guidelines and

5 Each page of the tender shall be signed by the tenderer. Tender by a Proprietary firm shall be signed by Proprietor only. Tender by a Partnership firm shall be signed in the firm's name by one of the partners duly authorised by other partners. Tender by Company/ Joint Venture (JV) shall be signed in the name of the company by a person duly authorized on its behalf. A power of attorney or other satisfactory proof showing that the person signing the tender document on behalf of the company/ Joint Venture is duly authorized to do so, shall accompany the tender. Tender submitted by the Tenderer without furnishing the full particulars and/or documents as required in tender documents or furnishing particulars or submitting tender documents without strictly adhering to the instructions given herein shall be rejected.

6 Category of tenderer, whether Proprietary firm, Registered firm, Registered Partnership firm, Private Limited Company, Public Limited company, Co-operative society, Joint Venture(JV)# etc. along with following documents:

- i) In case of Proprietary firm, tenderer should submit self-attested copy of affidavit of Sole Proprietorship.
- ii) In case of Partnership firm, tenderer should submit self-attested copy of Partnership deed along with amendment (if any) and proof of registration (if any).
- iii) In case of Limited Companies, Joint Venture (JV) -tenderer should submit self-attested copy of Memorandum & Articles of Association, Certificate of Incorporation, authorized, subscribed and paid up capital.
- iv) In case of Co-operative society, tenderer should submit self-attested copy of the certificate of registration from the Registrar of Co-operative societies.

If required the original documents will have to be produced for verification.

Joint Venture (JV) is allowed to participate. In case of a Joint Venture (JV) participating in the instant Tender, the eligibility condition and other terms and condition of the instant tender are to be solely fulfilled by the participating JV as a separate business entity (and not by its partners individually). Consortium is not allowed to participate in the instant Tender.

7 The Tenderer(s) shall duly fill in the "Form of Tender" enclosed as **Annexure-II** in the tender documents and submit along with Techno-Commercial Bid of the Tender. Non-submission of duly filled in & signed form of Form of Tender shall make the tender liable for rejection.

8 **Tenderer's Background and Banning of Business Dealings:**

If any Director, Proprietor, Partner and /or Officials of the participating tenderer/Agency is convicted by any Law for offences involving moral turpitude in relation to its business dealings with the Government or any Public Sector Enterprises or SAIL, during the last three years preceding date of tender opening or during the execution of contract, provided such information is known to SAIL, the tenderer would not be eligible for allotment of Contract and if such a tenderer is allotted the Contract by suppression of information, the contract may be cancelled at once and a suspension and ban on any further business dealings shall be imposed for a specified period under the laid down procedure of the Company.

The tenderer has to submit a declaration in this respect.

9 Whether the tenderer or any of the Proprietor, Partner, Director, Shareholders or their spouse working as an employee in SAIL or any Government Department/Public Undertaking has been:

- a. Black listed.
- b. Removed from the approved list of Contractors.
- c. Demoted to lower class of job.
- d. Under Orders for banning or suspending business with him/them.

If yes, give the details indicating the period.

10 The Tenderer has to furnish the following documents:

- i. Copy of PF/RPFC Registration Code Number:
- ii. Copy of Registration with ESI, if applicable.
- iii. Bank Details as per Mandate Form (**Annexure-III**).

11 A declaration as per format given at **Annexure -IV** along with attached documents with respect to applicability of Provision of GST laws for e-invoicing with effect from 1st October 2020 in his / their case.

12 **Banning of Business dealings:**

- a) If it is found during processing of the Tender, that the Tenderer or his representative has resorted to corrupt and fraudulent practices including misrepresentation of facts and/or fudging/forging/tampering of documents, tender submitted by the Tenderer shall be disqualified and a suspension and ban on any further business dealings shall be imposed for a specified period under the laid down procedure of the Company.
- b) If there is a strong justification for believing that the Directors, Proprietors, Partners, Owners and/or Officers of the tenderer/Contractor /Agency have been guilty of malpractices such as bribery, corruption, fraud, submission of tenders, interpolations, etc in relation to its business dealings with the Government or any other Public Enterprises or SAIL, during the last three years preceding date of tender opening or during execution of contract, provided such information is known to SAIL, the said Contract may be terminated at once and a suspension and ban on any further business dealings shall be imposed for a specified period under the laid down procedure of the Company and on GEM.

13 **Risk and Cost Clause of Contract:**

The management of SAIL-CMLO, JGOM may invoke the Risk & Cost clause against this tender under the following situation:

- a. If the contractor fails to start the job within stipulated time as specified in Work Order.
- b. If the contractor fails to execute the targeted quantity of job as per terms conditions & quantity of Work Order within the stipulated period of contract.
- c. If the contractor breaches any of the tender conditions of NIT or contract agreement.
- d. If the progress of the job is not satisfactory.

Under this clause the existing contractor will not be allowed to work further and a separate contract will be awarded for the rest of the job and the difference of amount if any with previous order rate, the same will be deducted from the first contractor account and they will not be allowed to participate against the Risk & Cost Clause. However, prior to invoking the said clause the contractor will be given seven days prior intimation to rectify the default.

14 Conditional tenders shall be liable to be rejected. Tenderer must go through all the terms and conditions specified in the set of tender document and submit bonafide offer.

15 By submitting a tender for the work, the tenderer will be deemed to have satisfied himself that the rates quoted by him in the tender will be adequate to complete such work according to the specifications and conditions attached hereto and he has taken into account all conditions and difficulties that may be encountered during progress/execution. Any complaint in this regard after submission of offer shall not be entertained.

16 It shall be the responsibility of the persons submitting the tender to ensure that the tenders have been submitted in the formats and as per the terms and conditions prescribed on the GEM platform and no change is made therein before submission of their tender. In the event of any doubt regarding the terms and conditions/ for which the person concerned may seek clarifications from the authorised officer of GEM/SAIL. In case any tampering or unauthorised alteration is noticed in the tender submitted from the Tender Document available on the GEM platform, the said tender shall be summarily rejected and the company shall have no liability whatsoever on the tenderer.

17 SAIL reserves the right to verify any supporting document(s) submitted by a participating tenderer/ bidder from its source (document issuing authority). 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-I** with the contact details (postal address, email address, landline / mobile number) of the issuing authority for each supporting document for verification.

18 Micro & Small Enterprises (MSEs) are required to submit a self- certified copy of Valid Udyam Registratic Certificate provided the concerned MSE is also registered in the MSME data bank and MSE is registered for the scope of job/procurement. This is required to get proposed benefit under the clause related to payment Terms.

19 The Company reserves the right to accept or reject any or all tenders without assigning any reason whatsoever.

. SAIL/JGOM, Bokaro does not bind itself to accept the lowest tender.

N.B. Offer of the tenderer is liable for rejection for non-compliance w.r.t Clauses of Instructions to Tender (TT).

STEEL AUTHORITY OF INDIA LIMITED
(A Govt. Of India Enterprise)
CENTRAL MINING & LOGISTICS ORGANISATION
JHARKHAND GROUP OF MINES,
KIRIBURU IRON ORE MINES,
KIRIBURU-833222
(Regd. Office: Ispat Bhawan, Lodi Road, New Delhi)

SPECIAL CONDITIONS OF CONTRACT

TENDER NOTICE NO.CC/6012/OTE/KIOM/T-**

Dated **/02/2021

1 Scope of Work:

Dressing of uneven loaded railway wagons to the satisfaction of railway at SOBK & FOS Siding of Kiriburu Iron Ore Mines (KIOM) for the departmentally loaded wagons and releasing the rake from their end within stipulated time.

The Job is to be executed at SOBK & FOS Railway Siding of KIOM and includes the following

- a. Dressing of Wagons:- Evenly dressing of uneven wagons loaded by department.
- b. Loading & Dressing will be continued simultaneously during loading of wagons.
- c. Photo and video of dressing wagons will be provided to the railway before the releasing of the rake.
- d. All jobs regarding dressing and video & photo will be conducted under the proper supervision of the contractor.

- e. The contractor shall submit the wagon dressing report within half an hour of the completion rake in prescribed format. (Annexure- A).
- f. Release of rake within stipulate (free) time.

2 Period of Contract:

The contract shall be for a period of **01 (One) year (365 days) including Monsoon period** from the date of commencement of work as mentioned in the work order and date of commencement will be 20 days from the date of issue of work order or date of commencement of work, whichever is earlier. Work Order shall be issued within seven days of receipt of Initial Security Deposit (ISD). The contract period will be considered to be over in case the contracted quantity is exhausted even before 01 year. However, SAIL will have the discretion to extend the period of contract for execution of the unexecuted contracted quantity, if any under scope of work which couldn't be completed. The rate during the extended period shall be as per Clause- 21 of SCC.

3 Quantity variation:

- 3.1 The quantity covered by the contract will be as per the scope of work mentioned in different items in the schedule of rate / Price Bid.
- 3.2 The quantities mentioned in the schedule of rate / Price Bid are approximate and liable to vary as per discretion of Employer/Engineer. The quantities in the schedule of rate / Price Bid may be subjected to (+) or (-) 20% variation as per the discretion of Employer. The quantity variation clause is applicable on the year wise quantity mentioned in the scope of work. However, the quantity variation is subject to approval of Director of Mines, Kiriburu Iron Ore Mines and allocation of budget from mines finance.

4 Location of Site:

SOBK & FOS Railway Siding of Kiriburu Iron Ore Mines, JGOM, CMLO, Distt.: Singhbhum, Jharkhand-833222.

5 Objective:

The object of the contract is to dress the Iron Ore (Lumps & Fines) in the department loaded wagons as per directions of the Engineer and statutory requirements and to release the rake within stipulated free time.

Since the job is directly related to Railways, strict adherence of the railway guidelines to be followed as per terms is the essence of the contract.

6 Eligibility Criteria:

- 6.1 The eligibility criteria of the tenderers for qualifying in the Techno Commercial Bid is as follows:

The Tenderer should have experience of successfully completed or substantially completed job of Dressing/Levelling of loaded material into Railway wagons/ Rail handling services at any Railway Siding either of the following values excluding GST during last seven years ending last day of month previous to the one in which tender is issued:

One completed work as mentioned above costing not less than Rs. 56.50 Lakh.

OR

Two completed works as mentioned above each are costing not less than Rs.35.00 Lakh.

OR

Three completed works as mentioned above each are costing not less than Rs.20.00 Lakh.

akh.

In-support of Clause No. 6.1 of SCC, the tenderer should submit the following:

- Self-attested copy of Work Order(s)/ Contract Agreement(s) should be issued Central/State Govt. Organizations/PSUs/ Public Limited Companies/Joint Venture Company v at least one of the partners shall be Central or State Government Organization SU in the name of the tenderer for the relevant period.
- Self-Attested copies of Work orders, Job Completion Certificate (clearly mentioning the work order number/reference, name of the job, execution period and value used in the name of the tenderer by the concerned work Executing Authority or Employer.

Or

Self-attested copies of Work orders, Job Completion Certificate (clearly mentioning the work order number/reference, name of the job, execution period and value used in the name of the tenderer by the concerned work Executing Authority or Employer for completion of at least one year of the period of work and at least of the work as per the work order for the ongoing work having duration of contract for more than one year.

In case job completion certificate is issued without value of completed work, if it is paid or any other documents evidencing value of completed portion of job a payment may be considered. However, RA bills should clearly indicate work order number/reference, name of the work, period of work, quantity executed and kind.

6.2 **Financial Eligibility:-**

Average annual financial turnover of the bidder for the last three (03) financial years (FYs 2022-23, 2023-24 & 2024-25) ending 31st March of 2025 should be at least Rs.21.19 Lakh (excluding GST).

In support of turnover, Turnover Certificate from a practicing Chartered Accountant with official seal and membership number or audited Profit and Loss (P/L) Accounts Statements duly certified by a practicing Chartered Accountant containing annual financial turnover values for the last three financial years, ending 2025 is to be submitted by the bidder. Audited Profit and Loss (P/L) Accounts statement should contain name of bidder.

Note-

1. If any bidder does not furnish the turnover value for any financial year/years, the turnover for that financial year shall be taken as 'Zero' and the average annual financial turnover shall be calculated accordingly.
2. The Turnover certificate and audited Profit and Loss account certified by CA shall contain the Unique Document Identification Number (UDIN) and membership no. of the CA.
3. Verification of Credentials submitted by Bidders:
 - (i) SAIL reserves the right to verify any supporting document(s) submitted by a participating tenderer 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-IX along with the contact details (postal address, email 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 relieve the tenderer / bidder of its absolute responsibility to provide only genuine document(s) in support of eligibility conditions.
- 4. A relaxation of 15% in Financial Turnover shall be provided to the eligible MSEs and Startups that are recognized by Department for Industry & Internal Trade (DPIIT).

6.3 Offers from Tenderer(s) having any of the following features shall be treated as 'Connected Agency' and offers submitted by such Inter-connected agencies shall be rejected:

- a) If one is a subsidiary of the other;
- b) If the Director(s), Partner(s), Manager(s) or Representative(s) are common;
- c) If management is common;
- d) If one owns or controls the other in any manner.

The tenderer has to submit the name of existing Directors with DIN/ Partners/ Proprietor/ Authorized Representative as on date of tender.

Joint Venture (JV) is allowed to participate. In case of a Joint Venture (JV) participating in the instant Tender the eligibility condition and other terms and conditions of the instant tender are to be solely fulfilled by the participating JV as a separate business entity (and not by its partners individually).

Consortium is not allowed to participate in the instant Tender.

[All the supporting documents as stated above at Clause-6.1, 6.2 & 6.3, shall have to be self-attested by the tenderer. If called for, originals are to be shown by the tenderer to the Company in due course. Furthermore, the document submitted against Clause-6 of SCC above shall be verified from the Issuing Agency/company/JV/Firm].

7. **Past Performance of the Tenderer:**

If the Tenderer has/had any running/ previous contract during last 2 (two) years prior to the date of tender with the Company (Jharkhand & Odisha Group of Mines including Jharkhand Limestone Mines), performance of the same will be taken into account while evaluating Techno-Commercial Bid. If performance is unsatisfactory, then offer of the tenderer is liable for disqualification during Techno-Commercial evaluation.

8. **Local Conditions:**

- 8.1 It is presumed that the tenderers have examined the conditions of the site/ mines in general and the place where job is to be carried out in particular and have studied the condition themselves. The tenderer is required to visit the site(s) including loading point and road conditions in order to ascertain local conditions such as restriction, facilities for drainage on the site during the work, obstruction in the area, labour strength, structure and all other factors likely to affect the rate to be quoted by him against the tender. He is deemed to have quoted for the incidence of extra cost, if any, due to such site conditions and other factors.
- 8.2 The tenderer should, before filling up his tender, familiarize himself about the distances, road conditions, road gradients, local condition of the mine as well as the area & also about past practices. Once the tender has submitted his tender, it is deemed that he has fully familiarized himself about the condition and same will be entertained in this regard.
- 8.3 The company shall not entertain any complaints regarding bad working conditions such as roads, road jams, inundation due to water etc. after award of contract.
- 8.4 Any data given by the Employer/Department are indicative and the Employer is not liable for any claim for any deviation from any data made available in the tender document.

9. **Labourer/Worker**

- 9.1 All persons employed by the tenderer shall be exclusively under his direct employment and the rule of master and servant will apply as between the tenderer and his employees. In addition, the tenderer shall

ctly be responsible for compliance of statutory obligations of any and all kind passed from time to time under the law. The Tenderers should satisfy themselves about their wage structure of labourers and other facilities being provided to them before submitting the tender.

- 9.2 The successful Tenderer shall engage experienced and trained labour for the contracted job.
- 9.3 The tenderer shall ensure sufficient labour, equipment, materials, workmanship, conveyance etc. Tenderer shall include in his rates, cost for all items contingencies as envisaged in the tender documents.
- 9.4 The contractor shall ensure sufficient labour, equipment, materials and workmanship for all leads, lifts handling, conveyance, water sprinkling, enabling work, divers etc. Contractor shall include in his rates, cost for all items and contingencies as envisaged in the tender documents.
- 9.5 Age Limit of Labour: The tenderer shall not employ the labourers below the age specified in the Mines Act / Mines Rules and also shall not employ labourers more than 60 years of age and shall employ only medically fit persons. However, if there is a change made in the lower or upper limit of the age by the Central Government of India / State Govt. of Jharkhand and or by the Company, the same will be implemented by the Tenderer also.
- 9.6 The Tenderer shall submit a list of workers/employees engaged by him for this particular contract in KIOM, along with their medical fitness certificate to perform healthy duty before commencement of job at site, rate, scale of pay/wages and respective conditions of appointment and such other details, as may be required by the Company, within Seven days after start of work.
- 9.7 The Tenderer will pay wages to his workmen directly in the bank account of his banker and ensure payment not less than the minimum wage as per the notification of the Govt. of India / State Government of Jharkhand of the respective labour corresponding to the nature of work, whichever is higher.

10 Method of Work & Related Modalities:

- 10.1 Dressing of uneven loaded railway wagons means that height of materials loaded into particular wagons should be same/ uniform.
- 10.2 It is presumed that the Contractor has examined the conditions of the mines in general and that area SOBK & FOS Siding, KIOM in particular with reference to location, nature of ore etc., operating conditions and seasonal effects thereon and have studied the conditions themselves. Employer is liable for any damage or any deviation. Contractor shall take into account in his rates, cost for all contingencies with reference to the physical conditions prevalent for the job.
- 10.3 The Contractor shall remain in contact with the Engineer In Charge/ authorised representative during the currency of the contract.
- 10.4 The Contractor shall obtain information regarding availability/placement of rake from EIC or his authorized representative.
- 10.5 The Contractor shall deploy required manpower, tools and tackles for the dressing job at the Siding immediately after the placement of the rake.
- 10.6 The Contractor shall start the job of dressing in the departmentally loaded wagons only after receiving instructions from the Engineer In Charge or his authorized representatives.
- 10.7 The job of dressing shall be done only in the wagons loaded by departmental means and as per instructions of Engineer In Charge or his authorized representative.
- 10.8 The Contractor shall remove all manpower, tools & tackles after completion of the dressing job and shall inform the Engineer In Charge or his authorized representative regarding the completion of the job.
- 10.9 The Contractor shall ensure that the dressing job is done upto the satisfaction of Railways.
- 10.10 The contractor shall ensure use of appropriate PPEs by the deployed manpower.

- 10.11 Contractor shall not have any claim against the company for any loss that may arise for reasons of interruptions and time taken in sampling in the process of enforcing specified quality.
- 10.12 Contractor will have to depute sufficient manpower and proper adequate tools at Kiriburu Mines, including for Dressing of loaded wagons. The job of Dressing of Loaded wagons shall be carried out on the Kiriburu Mines siding itself.
- 10.13 The contractor shall submit the wagon dressing report within half an hour of the completion of the job in prescribed format. (Annexure- A).
- 10.14 Any demurrage due to delay in Dressing of loaded wagons by agency beyond stipulated time will be on contractor's account. The amount against demurrage will be debited to the account of Contractor.
- 10.15 All the cost towards Dressing, equipment support, labor, supervision, will be in Contractor's scope and Contractor will not bear any cost except for the dressing of loaded wagons as per price schedule.
- 10.16 Vendor should deploy only experienced staff with adequate infrastructure to liaison with Railway to ensure timely execution and completion of the work.
- 10.17 Contractor shall not deploy any Female worker between 19:00 Hours to 06:00 hours and any child labor at any time for execution of Dressing of loaded wagons .
- 10.18 Contractor shall provide required sufficient labour / supervisor round the clock i.e. 24 hrs x 365 days including public holidays and other man power support or equipment support for execution of above mentioned job at respective loading site No man power support or equipment support will be given by Agency.
- 10.19 All PPE's required for the workmen involved in the job by the contractor shall be in the scope of Contractor.
- 10.20 Agency has to strictly follow all prevalent safety norms (including Mines, Railways and Industrial Safety) as prescribed at loading site.
- 10.21 In case of any incident or accident during work execution at site/transit, the total responsibility is on Agency only.
- 10.22 Any penalty levied by Railway on account of dressing of loaded wagons of the rakes for reasons attributable to the contractor shall be borne by the contractor itself.
- 10.23 The Dressing of loaded wagons work will be subject to surprise inspections on demand of Authority or his authorized representative and findings of the same shall be signed by both the parties and their authorized representatives.
- 10.24 SAIL shall not be responsible for any damage or loss during dressing of loaded wagons at loading site.
- 10.25 The contractor shall be required to obtain all requisite permission for taking up the work with all agencies concerned.
- 10.26 Contractor should dress the departmentally loaded wagons within given stipulated time as per direction of Engineer In Charge.

The stipulated time for dressing of wagons will be as follows:

Suppose,

"X" - Free permissible time by Railways

"Y" - Loading Time of rake by Mines,

Then, "Z" - Stipulated Time will be " X mins" or "Y+30 mins", whichever is higher.

If Actual loading time takes more than 5 Hours then 30 minutes extra time will be allowed for re-arranging of rakes consequent upon dressing of wagons. If fails, penalty will be imposed as per the following formula.

(Rs. 150 * No of wagons * hours = Penalty amount in Rs.)

11 Scope of Supply of Materials/ Spares/ Tools & tackles:

- a) Company will provide following items free of cost-
 - 1) Departmentally Loaded wagons
- b) The contractor will arrange following items/services;
 - 1) Miscellaneous tools and tackles for completion of the work

12 Timing of Work:

The job shall be carried out round the clock and 365 days in a year as per wagon loading and discharge schedule.

13 Liquidated Damages (LD) & Penalty:

- i) If Actual loading time takes more than 5 Hours then 30 minutes extra time will be allowed for release of rakes consequent upon dressing of wagons. If fails penalty will be imposed railways' demurrage charges formula:

(Rs 150 * No of wagons * hours = Penalty amount in Rs)

- ii) If contractor is unable to start the work as per stipulated date mentioned in work order, a penalty @ Rs. 5000/- per day shall be imposed and the same shall be recovered from the bills of contractor
- iii) The contractor should dress 100% departmentally loaded wagons. If any wagon is not dressed in any rake due to the reasons attributable to the contractor, then, there will not be any payment for the undressed wagons. In addition, the penalty shall be imposed to contractor @ twice (02 times) of the rate applicable for not dressing a wagon in a particular rake and the same will be recovered from the Contractor's bills.
- iv) Any delay beyond stipulated time in dressing of departmentally loaded wagons due to the reasons attributable to the contractor for which demurrage is imposed on the same amount shall be recovered from the bills of contractor against intimations by concerned agencies.

LD shall be imposed @ 0.5% of the Contract Value per complete week (or part thereof) of delay, up to a maximum of 5% of the total work order value. The contractor will have to complete the work within the stipulated period in all respects as per the scope of work mentioned in Special Terms & Conditions of the contract.

If the LD so imposed exceeds the security deposits of the contractor then the employer may deduct the same from the amount due to the contractor in any other bill or any bills of the Contractor pending anywhere with the SAIL. This is, however, without prejudice to any other right of recovery that the employer may have against the contractor in this regard under the law.

The deduction of such damage as referred above shall not however relieve the contractor from his obligations to complete the work in time as stipulated in the contract.

The decision of the employer as regards the non-fulfillment of the targets, as referred above, whether attributable to the contractor or not shall be final & binding on the contractor in this regard.

14 Guarantee and Job Parameters:

The job shall be carried out as per the instruction of Engineer In charge and shall adhere to SOPs as per prevailing Railways' Guidelines/ circulars.

15 Submission of Bills:

- A. The contractor shall submit RA bills drawn in compliance with GST Laws in Triplicate, on monthly

o Engineer or his authorized representative for the work executed, as per scope of work, during the month within seven days from the expiry of the previous month along with the following:-

- a) Measurement report indicating the total departmentally loaded wagons.
- b) Copies of documents/ proof relating to the payments of Labour Wages and other statutory payments to his workmen in presence of the authorized representative of the Engineer, as due from time to time, duly certified by the authorized representative of the Employer for the purpose.
- c) The bill must contain GSTIN and SAC Code of the contractor and also GST CMLO, Kiriburu Iron Ore Mines (20AAACS7062FAZJ) and should be in print form and while submitting the bill, the contractor or his authorised representative should sign on the bill under a rubber stamp.
- d) The detailed breakup of GST (CGST+SGST or IGST) charged must be shown separately in each Running Bill and it must contain all other details as required under GST Laws.
- e) The running account bills will be submitted to Engineer or his authorized representative, Kiriburu Iron Ore Mines.

If the bills submitted are completed in all respects and free from objections, payments of the bills will be made as per payment terms. Should, however, payment be made during the stipulated period, it will not vitiate the other terms of the contract, nor will give any right to the Contractor to suspend the work, or claim compensation or interest.

16 Payment:

1. Monthly RA Bills will be processed for Payment of the work done during a calendar month within 30 (thirty) days of receipt of each RA bill along with all the requisite documents after making necessary deductions for liquidated damages, statutory dues, S.D etc..

Contractor/Supplier must furnish/ upload the necessary documents for availing of GST Input Tax Credit as per GST Law. This shall be ensured before releasing any payment to the Supplier after verification of R2A/ any other document/ form specified under extant GST Law. However, for Micro & Small Enterprises (MSE), payment shall be made within a statutorily defined period as per extant GOI Rules.

However wherever required, Mines should issue regular request letter / emails to MSE contractor / vendor to ensure their timely uploading of submitted bill data in GSTR-1 for the relevant month and also take timely other remedial actions so as to ensure no loss of ITC for GST paid to such MSE unit.

But any loss of ITC on account of GST by Purchaser shall however be recovered from the Contractor as per clause no.-23.3.2 of SCC irrespective of the status of such Contractor or as MSE or other entity.

Payment of final bill for the last month of the contract will be released after adjustment of all dues viz. penalty, statutory dues, dues w.r.t. deposit of PF, service tax, upload of GSTR-1 of last month etc on the part of the contractor, if any, within 60 (sixty) days from the submission of bills before the paying authority.

2. Payment against the Scope of Work after execution of the Item of Work shall be made to the contractor on submission of monthly bills after making necessary adjustment/deductions for Liquidated Damages/ penalty, statutory dues, deduction for any non-payment of statutory dues to the contract workers and completion of other formalities as per the terms & conditions of the contract indicating the measured quantity along with requisite documents as per Special Conditions of Contract within 30 days, if found in order.
3. RA Bill/final bill will be released after certification of the job(s) from Engineer In charge subject to clearance by the CLC/H&R Deptt.

17 Final Bill:

Payment of Final Bills which shall be the last monthly executed quantity against the contract price schedule after the closure of the Contract, shall be made within 60 (sixty) days from the closure of the Contract.

subject to the payment of all statutory dues and completion of work in all respect her formalities as per terms & conditions of the contract and GEM.

18 Wage & Other Payments to Labourers:

- a. The contractor shall pay the wages to contract labours employed by him not less than the minimum as per the notification of the Govt. of India / State Government of the respective labour corresponding to the nature of work, whichever is higher. The contractor shall make payment of wages to their labourers through their respective Bank account.
- b. **Insurance:** The contractor shall provide group Insurance coverage as necessary for all persons engaged in the above job for the entire period of contract.
- c. The contractor shall be fully responsible to comply with all his statutory obligations as employer including all contributions under P.F. and Pension Scheme (EPF) etc. under the Employees' Provident Fund and Pension Scheme, 1952, Employees' Deposit Linked Insurance (EDLI), Employees' State Insurance Act, 1948, benefits under the Maternity Benefit Act, 1961, Leave Wages, etc. and all other such obligations, as in respect of their labour engaged by them for the job undertaken under the contract as per applicable statutory provisions/ law and Government Notifications, and will take full liability on this account. The contractor will not take any financial liability on this account. In the event of failure of the contractor to comply with the above, the company shall be entitled to recover the amount by deduction from any amount payable to the contractor under the contract, including security deposit, or as debt payable by the contractor.
- d. The contractor shall be responsible to make payment to their workers Retrenchment Compensation as per statute.
- e. The statutory deposit of E.P.F., the payment of wages to the workers in the presence of a representative of Principal Employer and the production of copies of acquaintance roll to the concerned Department of Iron Ore Mines will be a pre-condition for releasing the monthly bills which will be routed through the Department for passing by Finance & Accounts.
- f. Contractor shall also maintain adequate fund for payment of wages to his workmen. The payment of the above mentioned payments like PF, Insurance etc are mandatory and compulsory on the part of the contractor. In case it is found out that the contractor has failed to make necessary payments to his contract labourers then the same shall be made by SAIL and the amount will be recovered from the subsequent RA bills / Security Deposit / any other bills of the contractor pending under any other unit of SAIL.
- g. The contractor has to submit true copy of the monthly labour payments made by him/them to the authorised representative of the employer immediately after such payments are made. All monthly payments are to be made to the workers as per the Payment of Wages Act / Contract Labour Regulation Act during any working hours in the presence of the authorized representative of the employer.
- h. SAIL shall be empowered to deduct any statutory dues / demand towards E.P.F. and wages etc from the subsequent RA bills / Security Deposit / any other bills of the contractor pending anywhere in SAIL.
- i. If there is any change in wages due to recently introduced New Labour Code Regime by the Govt. of India, which is effective from 21.11.2025 then wages to the engaged laborers to be paid by the contractor according to the change and it will be reimbursed by the employer on producing documentary evidence.
- j. **FRINGE BENEFITS:** The contract rate shall be inclusive of following fringe benefits payable to his workmen by the Contractor calculated as under

[a]	PF	: 13.00 % of applicable rate of minimum wages
[b]	Medical	: 6.00 % of applicable rate of minimum wages
[c]	Bonus	: 8.33 % of applicable rate of minimum wages.
[d]	Retrenchment	: 4.16 % of applicable rate of minimum wages.
[e]	Leave Wages	: 5.00 % of applicable rate of minimum wages

Total : 36.49 % of applicable rate of minimum wages

If contractor does not pay any item of the above Fringe Benefits as per statute to his workmen or is required to pay the same due to non-fulfillment of eligibility criteria as per statute as may be ascertained from CLC Clearance, the same shall be withheld from the Progressive Bill/s of the Contractor based on the attendance of the workmen deployed by the contractor for the days worked excluding Weekly Off days & National Holidays, if any. The same will be refunded to the contractor limited to the actual amount of fringe benefits that may be paid by him as per statute or the amount withheld by SAIL-CMLO, KIOM as mentioned above. If the contractor fails to make payment of any of the fringe benefits to his workmen or is not required to pay the same due to non-fulfillment of eligibility criteria as per statutes, then the amount with

against the same will not be refunded.

19 Paying Authority:

Head of Finance & Accounts Department, Kiriburu Iron Ore Mines shall be the Paying Authority for this contract

20 Price Variation:

The Price shall remain firm & No escalation on any account shall be admissible during the period of contract.

21 Land:

The employer may allot land if available, free of charge on which the contractor shall build temporary accommodation for his office cum stores, laborers, watchman, staff and himself. He must maintain the area allotted in a neat and clean condition as required by the employer. On completion of the work all such temporary structure must be removed by the contractor and brought back to its original condition at his own cost. The employer may also allot houses to the contractor and his labour on rental basis if available as per company rules.

22 Action against Poor Performance:

1. If, at any time the performance of the contractor shall be so poor as to make it probable in the judgment of the company that the contractor will fail to keep up the target at some period during execution of the contract, or if the contractor fails or neglects to observe, perform or comply with any of the terms, conditions and stipulations contained in this tender documents and the Agreement, the company shall have the power to adopt any of the following courses, as deemed fit, notwithstanding that any previous default of the part of the contractor has been waived or overlooked:-
2. To rescind the contract (of which rescission notice in writing to the contractor under the hand of the Head of Mine, Kiriburu Iron Ore Mines, shall be conclusive evidence) and in which case the security deposit of the contractor shall stand forfeited and be absolutely at the disposal of the Company.
3. To engage Equipment/Labour and to supply materials to carry out the work, or any part of the work, and to pay the contractor with the cost of the labour and the price of the materials (of the amount of which a certificate of the Operating Authority / Engineer, Kiriburu Iron Ore Mines, shall be final and conclusive against the contractor) and crediting him with the value of the work done in all respects in the same manner and at the same rates, as if it had been carried out by the contractor under the terms of the contract. The certificate of the Operating Authority / Engineer, Kiriburu Iron Ore Mines, as to the value of the work done shall be final and conclusive against the contractor.
4. To measure up the work of the contractor, and to take such part thereof, as shall be unexecuted, and to give it to another contractor/Agency to complete, in which case any expenses which have been incurred in excess of the sum which would have been paid to the original contractor if the whole had been executed by him (of the amount of which a certificate in writing of Operating Authority / Engineer, Kiriburu Iron Ore Mines, shall be final and conclusive) shall be borne and paid by the original contractor and may be deducted from any money due to him by the company under the contract or from his Security Deposit, or otherwise.
5. In the event of any of the above courses being adopted by the Operating Authority / Engineer, Kiriburu Iron Ore Mines, the contractor shall have no claim for compensation of any loss sustained by him by reason of his having purchased or procured any materials or entered into any agreements or made advances on account of or with a view to the executing of the work or the performance of the contract and in case the contract shall be rescinded under the provision aforesaid, the contractor shall not be entitled to recover or be paid any sum for any work thereto or actually performed under this contract until the Operating Authority / Engineer, Kiriburu Iron Ore Mines will have certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.

A) Statutory and other obligations on the part of the contractor

1. The Contractor has to ensure working in environment friendly manner & provide necessary safe shelter to the workers depending upon the type of work free of cost. In case the contractor fails to provide these protective equipment's as per statutes, employer may supply these protective equipment's as per statutes to the workers of the contractor and cost of these equipment's shall be recovered from the contractor.
2. The contractor has to maintain sanitary and hygienic condition of work site, labour camps and canteen buildings at his own cost.

3. If applicable, the contractor has to get his/their firm registered under the Contract Labour (Regulation and Abolition) Act, 1970 and Contract Labour (Central) Rules, 1971 before start of work, and submit about license within the time stipulated in the Work Order.
4. The contractor has to submit true copy of the weekly/monthly labour payments made by him/they to the Mines Manager immediately after such payments are made. All weekly payments are to be made to the workers on the last working days of the week only during working hours in presence of the authorized representative of the employer.
5. The company however, shall have no responsibility for any loss or damage caused to the material/equipment / machine deployed, by destruction or otherwise for any reason whatsoever and shall have the ability to pay the driver, helper, staff or agent of the contractor in the event of the equipment getting involved in any accident. The contractor shall take full responsibility in all such cases.
6. The contractor shall maintain registers / forms required to be maintained under the Mines Rules, in the forms specified in schedule to the "Ease of compliance to maintain registers under various laws rules 2017" which is summarized below:
 - a) Form A : Format of Employee Register.
 - b) Form B : Format for wage Register.
 - c) Form C : Format of Register of Loan /Recoveries.
 - d) Form D : Format of Attendance Register.
 - e) Form E : Format of Register of Rest / Leave / Leave Wages.
 - f) Any other form/register/record as required and directed by the Engineer or his authorized representative.

The registers / forms can be maintained either in electronic form or otherwise and shall be provided to the concerned inspector when required.

If any register is maintained in electronic form, then, layout and presentation of such register may be adjusted without changing the integrity, serial number and contents of the columns of the register or otherwise.

7. All the above registers are to be kept in the site office during the working hours and should be available for inspection by the Employer/other representative or the Statutory Authorities. During execution of the work, if there is any change in the Form A, the same should be reported forth with the Mines Manager.
8. During the period of contract, if any government dues or other dues under whatsoever Act / Amendment / Notice related to the contractor may be received by the company, the same shall be realized by the contractors.
9. The contractor shall carry out such instructions of the company relating to the provisions of various rules, applicable to mines as may be issued to him from time to time.
10. The company shall not entertain any complaints regarding bad working conditions such as road blockage, foggy weather in rainy season, heavy rain, dumping space etc.
11. The contractor shall strictly comply with the statutory rules and regulations in respect of working conditions of female labourers at site and other benefits available to such female labourers.
12. The contractor from his side shall intimate the Employer in writing as to who will be the person in charge from his/their side for operation at the mines. The authorised representatives of contractor shall always be available at the site of work during working hours.
13. The number of workers employed shall not increase at any time from the numbers of workers in the certificate contained under the contract Labour (R&A) Act.
14. The tenderers must satisfy themselves about the deposit and other conditions of the work before submitting the tender.
15. The Contractor shall make his own arrangement to provide all materials and services and labour as per description and all tools, tackles, plant, storage and transport necessary for the proper execution and completion of the work to the satisfaction of the Operating Authority / Engineer.
16. The contractor shall submit to the Operating Authority / Engineer/Mines Manager, daily and weekly return of labour employed for the work in prescribed proforma.

B) Compensation in Case of Accident:

In the event of accidents resulting into death or permanent disability of a member of general public solely and directly from any unintended and unforeseen injurious occurrence due to negligence on the part of the contractor in any premises owned/under the jurisdiction of Plant/Unit of SAIL where any official activity is being carried out / public service is being carried out, such contractor shall be liable to pay compensation as follows:

- i) Rs. 10,00,000/- (Rupees Ten Lakhs) : In the event of death or permanent disability resulting from loss of both limbs.
- ii) Rs. 7,00,000/- (Rupees Seven Lakhs) : In the event of other permanent disability.

23 Payment of Royalty & Other Taxes:

23.1 The Royalty and Cess shall be paid by the employer. All other taxes, duties, levies etc. (except GST) including local taxes if imposed by panchayat /Municipality/local government bodies on or before the date of tender shall be borne by and paid by the contractor and these should be included in his quoted rates. Any statutory duties/levies which are levied after the date of the tender shall be reimbursed to the tenderer if the same are applicable to mines on production of such documentary evidence as required and /or applicable under the relevant laws and as per statutory authority.

23.2 The rates quoted shall be inclusive of all statutory expenses.

23.3 TAXES AND DUTY CLAUSE-FOR CONTRACTOR:

23.3.1 TDS FOR INCOME TAX

Tax deduction at source (TDS) shall be made towards income tax from all the bills submitted by the contractor at applicable rates as per Income Tax Act and Rules.

23.3.2 OTHER TAXES

1. For the purposes of levy and imposition of GST, the expressions shall have the following meanings:
 - (a) GST - means any tax imposed on the supply of goods and/or services under GST Law.
 - (b) Cess - means any applicable cess, existing or future on the supply of Goods and Services as per Goods and Services Tax (Compensation to States) Act, 2017.
 - (c) GST Law - means IGST Act 2017, CGST Act 2017, UTGST Act, 2017 and SGST Act, 2017 and all related ancillary Rules and Notifications issued in this regard from time to time.
2. The rates quoted by the Vendor/Supplier/Contractor shall be inclusive of all taxes, duties, levies and Cess except GST. Vendor/Supplier/ Contractor has to clearly show the amount of GST separately in the Tax Invoices raised by them. Further, it is the responsibility of the Vendor/Supplier/Contractor to make all possible efforts to make their accounting and IT system GST compliant in order to ensure timely availability of Input Tax Credit (ITC) to SAIL-CMLO.
3. SAIL-CMLO shall declare in the Tender about value / estimated value of free issue material and services, if any, involved in the execution of the contract. The Contractor should consider the same while working out the GST liability, if any. Further in cases where GST is leviable on any facilities provided by SAIL and used by Vendor/Supplier/ Contractors and the consideration for which is recovered by SAIL-CMLO in the form of reduction in the value of invoice raised by Vendor/Supplier/ Contractor, then SAIL-CMLO will raise T invoices on such transactions and the same will be borne by Vendor/Supplier/Contractor.
4. Evaluation of L-1 prices shall be done based on landed cost net of Input Tax Credit (ITC) if available to SAIL-CMLO. SAIL-CMLO shall evaluate the offers on the basis of tendered rates only and any claim subsequently by the Vendor/Supplier/Contractor for additional payment/liability shall not be admitted and has to be borne by the Vendor/Supplier/Contractor.

Contractor.

5. In case the Vendor/Supplier/Contractor is covered under Composition Scheme under GST law, then the Vendor/Supplier/Contractor should quote the price inclusive of GST. Further, such Vendor/Supplier/Contractor should mention "Covered under composition scheme" in column for GST of the price schedule. The Vendor/Supplier/Contractor should carefully understand the implication of Input Tax Credit (ITC) before quoting the rate.
6. For the purpose of this contract, it is agreed between the parties that if any new taxes, duties or levies other than GST is introduced subsequent to the final date of submission of tender or reverse auction by the Central/State Government & Local Authorities and such new taxes, duties or levies become payable, then an equitable adjustment on account of new taxes, duties or levies in the contracted price shall be made which shall be subject to the production of documentary evidence by the Vendor/Supplier/Contractor. This provision shall be applicable only during the original period of contract. However, during the extended period of contract, if any, this provision shall be applicable as follows:
 - a. If input tax credit (ITC) is available, the adjustment in contract price for such new taxes shall be made.
 - b. In other cases (i.e. where tax credit is not available), adjustment in contract price shall be made only if the new tax is enacted during the period of extension arising out of reasons attributable to CMLO.
7. In case of variation (increase/decrease) in the rate of GST after the final date of submission of tender or reverse auction, the said revised rate shall be reimbursed or recovered on production of relevant statutory documentary evidence. This provision shall be applicable only during the original period of contract. However, during the extended period of contract, if any, this provision shall be applicable as follows:
 - a. If input tax credit (ITC) is available, the said revised rate shall be reimbursed or recovered.
 - b. In other cases (i.e. where input tax credit is not available), the said revised rate shall be reimbursed only if the reasons for extension of the contract is attributable to SAIL-CMLO. In any case, recovery shall be made in case of a downward variation in the rate.
8. Vendor/Supplier/Contractor agrees to do all things not limited to providing GST content Tax Invoices or other documentation as per GST law relating to the supply of goods and/or services covered in the instant contract like raising of and/or acceptance or rejection of credit notes/debit notes as the case may be, payment of taxes, timely filing of valid statutory Returns for the tax period on the Goods and Service Tax Network (GSTN), submission of general information as and when called for by SAIL-CMLO in the customized format shared by SAIL-CMLO in order to enable SAIL-CMLO to update its database, etc. that may be necessary to match the invoices on GSTN common portal and enable SAIL-CMLO to claim input tax credit in relation to any GST payable under this Contract in respect of any supply under this Contract.
9. In case Input Tax Credit of GST is denied or demand is made on SAIL-CMLO by the Central/State Authorities on account of any non-compliance by Vendor/Supplier/Contractor including non-payment of GST charged and recovered, the Vendor/Supplier/Contractor shall indemnify SAIL-CMLO in respect of all claims of tax, penalty and/or interest, loss, damages, costs, expenses and liability that may arise due to such non-compliance. SAIL-CMLO, at its discretion, may also withhold/recover such disputed amount from the pending payments of the Vendor/Supplier/Contractor and /or also from any sum payable to the Contractor by any other SAIL Plant or Unit.
10. Vendor/Supplier/Contractor shall maintain high GST compliance rating track record.

any given point of time.

11. Vendor/Supplier/Contractor is required to pass on the benefit arising out of introduction of GST, including seamless flow of Input Tax Credit, reduction in Tax Rate on inputs as well as final goods by way of reduction of price as contemplated in Section 171 of the GST Act relating to Anti-Profiteering Measure and the relevant provisions of GST Law.
12. Vendor/Supplier/Contractor shall avail the most beneficial Notifications, abatements, exemptions etc., if any, as applicable for the supplies under the Goods and Service Tax.
13. In case e-Invoicing is applicable to the contractor at any time during the currency of the contract, the Contractor shall be bound to submit GST Law compliant e-Invoice along with a valid IRN (Invoice Registration Number) and QR code on such e-Invoice to be issued from 1st October 2020 onwards. Failing to issue/submit such e-Invoice wherever applicable shall lead to stoppage of any payment under the contract (refers Declaration submitted by the contractor as per Annexure-VIII along with his offer while participated in subject contract as bidder)
14. Any recovery or payment from the contractor for allotment of land or provision of services, etc, and for provision of any service(s) to the contractor by the Purchaser on chargeable basis or any other recovery under any clause of this NIT, then such recovery or payment from the contractor shall be subject to levy of GST (as applicable as per prevailing GST Laws) on the amount of recovery to be made or payment to be collected from the contractor, However such charge of GST over and above the amount of recovery or payment due shall be available for credit benefit as Input Tax Credit for GST in the hands of the contractor.

23.3.3 **TDS (Tax Deducted at Source) under GST laws:**

- 1.1 TDS under GST laws is to be deducted by the purchaser/employer (SAIL, CMLO) at the specified rate as per the GST Laws as applicable on each and every payment to be made under the contract when the contract value (excluding any taxes including GST) exceeds Rs.2.50 lakh under both the situation of inter-state and intra-state supplies of goods and / or services under the subject contract.
- 1.2 Where the supplier of goods and / or services under the subject contract is a Public Sector Undertaking of the Central Government or State Government; or a local authority or a Governmental agency and any Liquidated Damages(LD), Penalty, if any, for shortfall in performance or in quality/workmanship, charges for supply of goods and/or services by the purchaser, etc. is due for recovery under the subject contract, recovery of LD, etc. shall be 2% less although GST will be levied on full amount due. For example if LD of Rs.2,00,000/- is due with 18% GST, then Rs.1,96,000/- plus Rs.36,000/- totalling to Rs.2,32,000/- is to be recovered from the contractor, CMLO and such Supplier/Contractor shall be advised for deposit with the Concerned authority within due time of Rs.4,000/- as their TDS recovery from SAIL,CMLO in the month in which LD is recovered by SAIL,CMLO. CMLO further advise to the Supplier/Contractor for their issuance of TDS certificate for Rs.4,000/- in favour of SAIL,CMLO within statutory time limit in this regard.
- 1.3 Where the Supplier/ Contractor is a party other than those specified in para 1.2 above, no TDS on LD recovery shall be due.
- 1.4 Any further requirement for compliance as arisen under GST laws in this regard during the currency of the subject contract shall also be applicable for the subject contract.

24 **Indemnity**

The Contractor shall assume the liabilities for the company SAIL, CMLO-KIOM and shall indemnify against all cases of suits, claims, costs, damages, charges and expenses incurred out of or in connection with carrying out of the work to which this contract relates where such cases / suits or claims are brought by the members of the public, neighboring owners or workmen employed by the contractor on the work or by the workmen's representative(s).

25 **Basis of Rates & Impact of Taxes etc.**

- 25.1 The rates for the work will be composite and comprising of labour, equipment, all materials & tackles, materials and workmanship including all leads, lifts, handling, conveyance

abling work, diversion etc. The contractor shall include in his rates, cost for all the including contingencies as envisaged in the tender documents.

25.2 The rates quoted shall be inclusive of all statutory expenses. The contractor shall ll taxes (except GST) which may be levied and no compensation on this account sh allowed. However, Income Tax shall be deducted from every running bills as per ru nd deposited to the statutory authority for which a TDS certificate will be issued by ompany at the appropriate time.

26 Decisions / Awards:

The contractor shall abide by the decisions / recommendations / awards by the Courts / ur courts / Industrial tribunal / Wage Board / Commission appointed by the appropriate (nment in respect of the industry and shall secure implementation of the provision of the sions / awards / recommendations from time to time and maintain such relevant records registers as are required to be maintained under these legislations / award / decisions a oduce the same before the concerned statutory authorities and before the authorised a of the Company as and when required.

27 Evaluation of L-1 Tender:

- a) The ranking of tenderers will be evaluated on the basis of the lowest quoted va or total quantity including GST as mentioned in the Schedule of Rate / Price Bid c M platform.
- b) The tenderer is to quote for the Item including GST as mentioned in the Schedu Rate / Price Bid and the job to be awarded to a single Agency. The Tenderer shal anked L-1, L-2 ... on the basis of total quoted value of the job arrived by multiply he quoted rate for the item by its quantity as per Schedule of Price. The total val us arrived shall be considered for evaluation of the lowest tenderer (L-1).
- c) The tenderer while submit/quoting the rates should take into account the statu ringe benefits & other facilities relating to labour as per the prevailing practices ed at mines.

28 Reverse Auction (RA):

Reserve auction is to be conducted on GEM platform as per GEM terms & conditions

29 Security Deposit (SD):

Security Deposit shall be maximum 3% of work Order Value excluding GST.

Security Deposit shall be deposited by the successful tenderer within 10 (Ten) days he date of Issue of Work Order in the form of Banker's Cheque/ Demand Draft/Online sfer/ Bank Guarantee/ Fixed Deposit Receipt (FDR) from a Scheduled Commercial Ba cept Co-operative and Gramin Bank nearest to the Mines in favour SAIL-CMLO-Kiribu n Ore Mines payable at State Bank of India, Kiriburu[A/c No.11657039520 IFSC: SBIN 598] Dist. West Singhbhum, Jharkhand, 833222.

If the successful tenderer opts to deposit SD in the form of Bank Guarantee (BG), th derer will have to deposit a BG of the amount equivalent to 3% of the total work ord ue with validity up to three months claim period from the date of expiry of the perio ontract. The BG submitted against EMD will be returned after issuance of work order

The Security Deposit shall bear no interest and refund will be as per provision. Dur eration of deviation quantity if any, Security Deposit @ 3% shall be recovered from ogressive bills of the contractor.

If requisite SD is not deposited as per above options within 10 days from date of iss Work Order, Contract with of L-1 tenderer is liable to be cancelled and the proposed

ill be awarded under and Risk and cost to other Agency. Such L-1 Tenderer will not be considered in re-tendering under Risk and Cost and they will be debarred for participat SAIL, CMLO JGOM tenders for next 06 months.

The company shall be at liberty to deduct and appropriate from the Security deposit the penalties and dues as may be payable by the Contractor under the contract and the amount by which the Security Deposit shall get diminished will be made good by further deduction from the Contractor's subsequent bills in the same manner as aforesaid until security deposit is restored to its full limit mentioned above. On due and satisfactory performance and completion of the contract in all respect and settlement of final bills, the Security Deposit will be returned to the Contractor without any interest on presentation of absolute No Demand Certificate in the form as may be prescribed by the company. No amount shall lie against the company on any account whatsoever in respect of this contract until the receipt of No Demand Certificate from the Contractor.

The company shall have the full right to forfeit and appropriate the security deposit in each of any of the terms and conditions laid down herein or will be applicable in future without prejudice to the rights of the company or otherwise available under the law.

Any dues of the company against the Contractor under the contract resulting from the work of work to some other agency at the risk and cost of the Contractor shall be adjusted against the security deposit and if SD is insufficient, the same could be recovered from the Contractor.

In case of the termination of the contract by the contractor, the company shall have to forfeit the Security Deposit.

In case the tenderer delays submission of Security Deposit, a penalty of 0.2% of the original SD amount per completed day of delay, limited to an amount not exceeding 5% of original SD amount shall be applicable.

Non-refundable Penalty amount to be submitted by the tenderer only in the form of Bank Transfer/ DD.

30 Refund of Security Deposit: The Security Deposit shall be refunded to the Contractor within 60 days of date of payment of final bill, subject to the condition that the Contractor shall produce a certificate from the Contracting/ Inspecting Authority of having disbursed all labour payments, other statutory payments and cleared obligations under the contract.

31 Performance Guarantee Bond (PGB):

If a tenderer quotes unworkable rates, i.e. if the quoted rate is abnormally low (less than 75% of the estimated value), such that it raises material concerns as to the capability of the Bidder to perform the contract at the quoted rate, the party will be asked to justify the rate quoted. After evaluating the justification provided, if it is found that the bidder has failed to substantially demonstrate its capability to deliver the contract at the offered rate, the bid/ quote may be rejected. However, under compelling circumstances, where the bidder is considered for award of order despite having quoted abnormally low rates, the Bidder may be required to give Performance Guarantee Bond (PGB) (in addition to the Security Deposit, if applicable) in the form of Bank Draft/ Bank Guarantee.

The PGB is to be submitted within 10 days along with Security Deposit (SD) after issuance of Work Order in form of Bank Draft/ Bank Guarantee. The amount of Performance Guarantee Bond will be equal to the amount which will be the difference between lower limit of estimated price and the quoted price of tenderers and will be communicated in due course. The amount of PGB shall be decided by SAIL-CMLO JGOM, KIOM at the time of award of order and methodology for seeking PGB shall be as explained below:

Example:-

Suppose total quoted value for entire period of contract = X

Permissible lower limit of deviation w.r.t departmental estimate = (-) P%, P=25%

Departmental estimate=Y

PGB amount=[(Y-P% * Y) - X]

PGB shall be retained for the full contract period.

In case the tenderers refuse to give the PGB, the following action may be taken against them:

- (i) If they have submitted Earnest Money Deposit - their Earnest Money Deposit will be forfeited.
- (ii) If they have submitted Undertaking as per Annexure-VI - action may be taken against them as stipulated in the Undertaking.
- (iii) If the tenderer is a MSME, concerned Ministry may be requested for revoking the MSME Certificate.

Further, all such tenderer will not be considered in retendering within next six months if order/ contract is cancelled from the present tender.

In case the tenderer delays submission of Performance Guarantee, a penalty of 0.2% of the original PG amount per completed day of delay, limited to an amount not exceeding 5% of the original PG amount shall be applicable. Non-refundable Penalty amount to be submitted by the tenderer only in the form of Online Transfer/ DD.

32 Executing/ Inspecting Authority:

Sri R K Yadav, AGM(Mining), Kiriburu Iron Ore Mines or his authorized representative shall be the Executing/operating Authority for certifying the execution of the jobs as per contract terms & conditions and designated as Engineer for the job.

Sri Ram Singh GM I/c (Mining), Kiriburu Iron Ore Mines or his authorized representative shall be the Inspecting Authority for the job.

33 Foreclosure of Contract:

The contract can be foreclosed by the employer by giving 30 days prior notice without assigning any reason whatsoever. No claim for any loss or damage incurred by the Contractor due to such foreclosure of contract shall be entertained.

- 34** All the regulatory terms & conditions, guidelines etc. as applicable in SAIL shall be followed while processing the tender and executing the contract.

35 Contract document

The several documents forming the contract are to be taken as mutually explanatory and none should any condition in General Conditions of Contract be contrary to the Special Conditions of Contract then the Special Condition shall prevail.

36 Amendment

The contract shall not be amended except through an amendment which shall be completed on a separate paper of requisite value and signed by the representatives of both the parties and presented to sign the amendment with the approval of Competent Authority.

- 37** An agreement shall be executed between the employer, SAIL-CMLO-JGOM, KIOM and the contractor after award of work, if the value of work is Rs. 5.0 lakh or more, failing which the payment against the Bills will not be released till such time, the agreement is signed. If no agreement shall be executed, if the value of work is less than Rs. 5.0 lakh. In such cases, the work order, T&Cs of the contract and the NIT Documents and any other documents relating to the work and issued to the contractor shall be treated as agreement between the two parties.

38 Lien:

The employer shall have a first and foremost lien upon the plant, machineries and materials of the contractor against its all dues and till the same are paid off by the contractor, the employer shall have an exclusive right to retain its all aforesaid goods and materials.

While the Company will take all the reasonable care of the plant, machineries and materials over which it exercises its lien, neither the Company, nor its servants or agents, will be held responsible for loss, destruction or deterioration of the plant, machineries and materials, because of any alleged inadequacy in maintenance, or circumstances beyond the control of the Company. The Company will be entitled to be reimbursed by the Contractor for the cost incurred towards ensuring the safety and security of the plant, machineries and materials in its custody, when it exercises its lien.

39 Safety:

- 39.1** The Contractor will be responsible to ensure safety of the workmen under them.
- 39.2** Except in special circumstances (to be recorded in writing and with due approval) the contractor will not be allowed to employ subcontractor/petty contractors.
- 39.3** At each work site, contractor will employ a supervisor with specifically assigned duties for ensuring safe working and will inform the local management in writing. No work can be started by the contractor at any site without such employment.
- 39.4** Such supervisors will constantly be in touch with the Asst. Mines Manager / Mines Manager of the mine. The contractor will conduct work as per his guidelines. The suitability to the supervisor for the purpose of ensuring safe working shall be assessed by Asst. Mines Manager / Mines Manager and if he needed shall be given suitable training.
- 39.5** The contractor employing more than 400 persons has to appoint Safety Officer to look after the Safety activities.
- 39.6** Safety Officers / Supervisors must ensure that the Contractor's employees use safety appliances / PPE at all work sites.
- 39.7** Safety Officers / Supervisors must ensure that the Contractor concerned must visit the entire area of work every day and take immediate action to remove hazards whenever noticed.
- 39.8** All hazardous and serious jobs must be performed after safety protocol is signed by all the concerned persons and taking all safety measures.
- 39.9** Every contractor must ensure that all the working areas are as per provisions of Mines Act., Regulations and bylaws made thereunder.
- 39.10** Every contractor must maintain statutory registers as per relevant Rules, Regulations etc.
- 39.11** "Permit to work" system is to be implemented on the site and a register shall be maintained.
- 39.12** Before starting of work, all contractors must ensure that periodic medical examination (PME) of all contract workers took place as per statute.
- 39.13** The contractor shall maintain good housekeeping at the worksite for safe working.
- 39.14** The contractor shall ensure that no workman is deployed on work without getting a basic safety training from Safety Officer / VTO and those who are not trained earlier are released (with wages) for training under the supervision of Safety Officer / VTO of the Company. Record of such training is to be maintained in a register meant for the purpose.

For violation of Safety Rules etc., following would be the penalties imposed on the contractor

Sl. No.	Description of Violation	Penalty
1.	Occasional violation of not wearing safety helmet in work area/Uses of improper tools/tackles per case.	Rs. 2,000/-
2.	Minor violation per case	Rs. 5,000/-
3.	Major violation, height work without full body harness & height pass per case.	Rs. 10,000/-
4.	High risk violation may leading to fatal accident (Near Miss cases) per case	Rs. 50,000/-
5.	Fatal accident per case	Rs. 1,00,000/- or 20% of contract value whichever is lower.

The penalty shall be decided after investigation and obtaining the report from Mines Manager. The penalty as decided by Mines Manager / Head of Mines will be deducted from the RA bill with information to the contractor. Record of such penalties imposed also shall be maintained by safety department.

39.15 SAFETY TERMS & CONDITIONS:

GENERAL

39.15.1 Safety is the responsibility of the Contractor and his staff / employees / workmen engaged/deployed in execution of work under the Contract, individually and collectively. For this purpose, the Contractor staff / employees and includes all its Associates/Sub-contractors/Vendors/Sub-vendors and their staff / employees/ Workmen employed for execution of the work covered under the Contract. The Contractor shall ensure that his workmen participate in the safety awareness programs, health care programs and safety training programs whenever such programs are organized by the employer or the contractor.

39.15.2 Contractor shall ensure that a copy of the Safety Codes is handed over to Associates/Sub contractors/Vendors/Sub-vendors working under his control for the execution of the contract and this will also be available to the safety coordinator. The contractor shall also ensure that its Associates/Sub contractors/Vendors/sub-vendors shall abide by the safety codes, safety rules and instructions of the employer.

NOTE: The word 'Contractor' shall include all his associates / subcontractor / vendors/sub-vendors working under his control for executing the contract.

39.15.3 The Contractor and his Associates/sub-contractors/Vendors/sub-vendors shall observe all precautions to provide adequate supervision pertaining to safe working and safety of their staff / employees / workmen and also safety of assets and employer's equipment while executing the work. Statutory supervision shall be provided by the employer/his representative in mines.

39.15.4 The Contractor shall ensure that their staff/employees/workmen function effectively towards their own safety as well as safety of their co-workers and other persons working in the area, including the areas in the vicinity which may become unsafe due to their activities.

39.15.5 The contractor shall designate either himself or a person as SAFETY COORDINATOR who shall maintain liaison with the Employer (Engineer i.e. person appointed by the employer in the manner provided in the contract and to perform the duties delegated by the Employer and Safety Engineering Department of employer to ensure the implementation/ compliance of the Safety Codes and existing as well as latest instructions of employer on safety.

39.15.6 The contractor shall, in accordance with prescribed procedure, obtain Gate Passes from the competent authority who shall make it available to the contractor and his staff/employee/workmen to enter the work area. The provision of Photo Passes shall be applicable only for contracts of duration of 01 (one) year or more.

39.15.7 The contractor shall be fully responsible for accidents caused due to his or his agent's or workmen's negligence or carelessness in regard to the observance of safety requirements and shall be liable to pay compensation for injury and delay in work due to these.

39.15.8 The contractor shall motivate and encourage his employees/workmen to make personal contribution towards improving safety on the basis of their knowledge and experience.

39.15.9 The contractor shall have adequate number of pocket sized safety cards containing safety instructions prepared on the basis of employer's model safety book for contractor's workers in Hindi or regional languages as may be required and shall issue them to all his employees/workmen and ensure that they read it before commencing the work. Safety instructions from the safety card shall be read and explained by the contractor or his representative to all employees/workmen who are illiterate and cannot read and ensure that these have been understood.

39.15.10 The contractor shall ensure that drums or other make-shift arrangement are not used in place of ladder benches or supports for any job.

39.15.11 The contractor shall ensure that compressed air is not used for removing dust from one's clothes. Compressed air shall not be blown against anyone as it may injure or even kill him/her.

39.15.12 The contractor shall ensure that if a workman, in the course of his work, encounters condition of unusual nature with which the worker is not familiar, he shall contact the supervisor for advice before proceeding further.

39.15.13 The contractor shall particularly ensure that the contractor himself or his workmen do not operate any equipment, if not authorized. The contractor shall not start the work without a written permit from the engineer or his

zed representative (ENCLOSURE -A).

39.15.14 The Contractor shall follow all special safety precautions issued by the Executing Authority or his site Engineer from time to time.

39.15.15 Whenever working at height is involved, the contractor shall adhere to IPSS:1-11-005-98' Procedure for working at height for contractor's workers.

39.16 LEGAL AND PENAL

39.16.1 The contractor shall abide by the provisions of all statutory acts and rules as applicable.

39.16.2 The contractor shall be liable to follow all the rules and regulations laid down under law with respect to maintenance of Register & Documents under different Act, submission of Periodical Reports & Returns, furnishing information relating to accidents in time to competent authorities, damages to equipment and injuries to human beings occurring in the areas of work.

39.16.3 The contractor shall be liable for prosecution and penalty in accordance with and as prescribed under law of the terms & conditions of contract as well as rules of the Company relating to safety, for not observing those provisions by the contractor or its employees/workmen.

39.16.4 The contractor shall keep the Employer / Company indemnified against all losses/claims due to accidents/injuries caused at the contractor's works site. The contractor shall be fully responsible for accidents caused by his agents or his workmen's negligence/ carelessness in regard to the observance of the safety requirements. All be liable to pay compensation for injuries.

39.16.5 The Engineer or the Head of the Safety Department or their authorized nominees, upon their satisfaction that the contractor is not conforming to the safety requirements, may direct stoppage of work and direct the contractor to rectify the defects or supply the facilities/equipment as the case may be. The contractor shall not proceed with the work until he has complied with such directions to the satisfaction of the Engineer/Safety Deptt.

39.16.6 The contractor shall be responsible to ensure that vehicles belonging to him are not driven in reckless or rash manner so as to become a potential threat to the safety of the traffic in the Mines or township area. The drivers of these vehicles shall be made to adhere to the speed limits wherever applicable. Failure to comply with the above may result in the termination of the contract.

39.16.7 In case of accident or injury or damages caused by the Contractor's vehicles or staffs to any persons or property, financial responsibility to compensate shall be borne solely by the contractor and this amount may, at the discretion of the competent authority of the Mine, be recovered from the bills or security or other deposits of the Contractor.

39.16.8 The contractor shall ensure that all employees/workmen are covered under Employee's Compensation Act. He shall pay compensation to his workmen as and when the eventuality for the same arises.

39.16.9 To ensure effective enforcement of the rules and regulations relating to safety precautions, the arrangements by the contractor shall be open to inspection by the Engineer or his representatives, safety Engineer/officer & Safety Officer.

39.16.10 The Contractor shall enclose along with his first bill a true copy of the safety Induction Form (ENCLOSURE B) duly certified by the Executing Authority regarding use of safety appliances, following of safety instructions and observance of all safety laws, failing which the bill will not be processed for payment.

39.16.11 Notwithstanding the above clauses, there is nothing in these to exempt the contractor from the operation of any other Act or rule in Republic of India for the safety of men and materials.

39.16.12 Without prejudice to the right conferred to the Employer for stoppage of work for violations of safety regulations, the contractor shall be liable, after written warning, for a penalty of Rs 1,000/- for the first violation and up to Rs 3,000/- for the second violation. For the third violation, the contractor shall be liable to be debarred from further contracts up to a period of one year from the date of issue of debarring notice. For low value contracts up to Rs 5 Crores, fine up to Rs. 25,000/-, for medium value of contracts from Rs. 5 Crores to Rs 10 Crores, fine up to Rs. 50,000/-, or high value contract above Rs. 10 Crores fine up to Rs. 1,00,000/- at a time can be imposed by Employer / Executing Authority on defaulting contractors.

39.16.13 The Mines/Units may enforce any one of the two penalty system as mentioned in 40.14 & 40.16.12.

40 Jurisdiction: The District Court at Chaibasa shall have the exclusive jurisdiction upon any matter arising out of this contract.

General Manager (CC)

JGOM, KIOM

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Annexure-I

Format for Undertaking to be Uploaded / Submitted by the Authorised Signatory of the Bidder on its Letter Head along with the Tender Documents

TENDER NOTICE No.CC/6012/OTE/KIOM/T- Dated: **/02/2026**

I.....(Name and Designation) duly authorised to sign the bid for and on behalf of M/s.....
..... (herein after called the Bidder) for the purpose of Tender No.....of (Plant/ Unit.....
Place.....), do hereby solemnly affirm and stat, on the behalf of the bidder including its constituents, a
r:

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

1. Bid Securing Declaration:

I/ We agree that if I/We withdraw or modify our Bid during the period of validity, or if I/We are awarded the con
d I/We fail to sign the contract, or to submit a performance security before the deadline defined in the request f
document, I/We will be liable to be suspended for a period of six months from being eligible to submit bids agai
uture tenders of Plant/ Unit.....SAIL, Place.....

2. Undertaking for Non-Collusive Tendering:

I/We undertake and warrant that Our bid was not prepared with any agreement, arrangement, communication,

tanding, promise of undertaking with any person (including any other tenderer or competitor) regarding: i) price methods, factors or formulas used to calculate prices; iii) an intention or decision to submit a bid; iv) an intention to withdraw a bid; v) the submission of bid that does not conform with the requirements of the tender; vi) quality, quantity, specifications or delivery particulars of the products or services to which this tender relates; and the terms of the bid, and we undertake that we will not, prior to the award of the Contract, enter into or engage in the foregoing.

3. Sub-Contracting, wherever applicable:

Disclosure in case of Job/ Project Contracts: I/We warrant that we have duly disclosed and will continue to disclose intended sub-contracting arrangements relating to the Tender that we are required to disclose, including those entered into after the Contract is awarded.

4. Authenticity of Documents submitted for Bid Evaluation

I/We declare that the information and documents submitted along with the tender documents by me/us are correct and I/We are fully responsible for the authenticity and correctness of the information and documents. I/We declare and certify that I/We have not made any misleading or false representation anywhere in the tender submission including the annexures thereto.

I/We understand that at any time during process of evaluation of tender or at any time after award of contract, if information/ document submitted by me/ us are found to be suppressing facts/forged/false/fabricated/fudged or incorrect, it shall lead to forfeiture of the EMD/SD and Performance Guarantee, if submitted, besides any other action specified in the contract including banning under the extant Guidelines for Banning of Vehicleless Dealings of SAIL and initiating any legal action as deemed fit. Further, I/ We and all my /our constituents understand that my/ our offer shall be summarily rejected.

5. Representation of Single/ Multiple Firms by the Authorised Person:

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

OR

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

Sl. No.	Name of the Firm
1.	
2.	

6. Relationship with any Employee working in Plant/ Unit concerned or Directors of SAIL including its Subsidiaries:

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

OR

I/ We hereby declare that the following Proprietor/ Partner/ Director of our Company (has relationship (within the meaning of Section-2 (77) of the Companies Act' 2013) with following employee working in Plant/ Unit....., Place...../ Directors of SAIL including its subsidiaries:

Name of the Proprietor/ Partner/ Director of our Company	Name of SAIL Employee/ Director of SAIL	Type of Relationship

1.		
2.		

(Strike-off the portion which is not applicable)

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

7. Anti Bribery Management System (ABMS) Declaration:

I/ We undertake that we shall not give or take any financial or non-financial bribe, to or from anyone during the or during the execution of the contract thereafter and if we notice any such incident happening, we shall report Vigilance.

8. Minimum Local Content as applicable & land Border Sharing requirement, If applicable

I/ We declare that I/We comply with the provisions of the revised Public Procurement (Preference to Make in India) Order 2017 dated: 16.09.2020, as amended from time to time and also comply with the provisions of DoE Order dated 07.2020 with respect to the compliance related to land border sharing requirements and subsequent amendments as applicable, on the date of submission of tender and at the time of Placement of Contract.

9. Conflict of Interest (If applicable)

I/ We undertake that we shall not make any improper use of information obtained from the purchaser with intention to gain unfair advantage in the Tender Process or the personal gain including that of our affiliates and that I/ we shall also proactively declare that any conflict of interest (coming under the definition mentioned above- pre-exists or arises soon as these arise at any stage) in any Tender Process or execution of the contract. I/ We understand that failure to do so shall amount to a violation of the code of integrity.

10. I/ We declare that I/We have disclosed any previous transgressions of code of integrity with any entity in any country during the last three years or of being debarred by any other procuring entity in our bid documents. Failure to do so would amount to violation of the code of integrity.

11. I / We undertake that we have read, understand and accepted the General terms and Conditions of Contract for Purchase (SAIL-P1) or General Terms and Conditions of Contract for Procurement of Services (SAIL S-1), which are applicable and shall be binding on us in addition to other terms and conditions mentioned in the tender documents.

Date:
Place:

Name of the Tenderer
Signature & Seal of the Tenderer

Annexur

TECHNO - COMMERCIAL (P

FORM OF TENDER

(Tenderer are required to fill up all the blank spaces in this tender form)

To,

The GM (CC)

KIOM-MIOM,

Apex Office, SAIL-JGOM,

Meghahatuburu Iron Ore Mines, Meghahatuburu,

Jharkhand -833222

1 Name of the Work:

Off-loading job of Dressing of uneven loaded railway wagons to the satisfaction of railway at SOBK & FOS of Kiriburu Iron Ore Mines (KIOM) for the departmentally loaded wagons and releasing the rake from their thin stipulated time at Kiriburu Iron Ore Mines, JGOM, CMLO) as per Clause-1 of Special Conditions of Contract (CC).

2 Period of Work:

The contract shall be for a maximum period of 01 (one) year (365 days) months in

ng Monosson period from the date of commencement of work as mentioned in the order and the date of commencement will be 20 days from the date of issue of wo er or actual date of commencement of work, which ever is earlier. Work Order sha ssued within seven days of receipt of Security Deposit (SD) & Performance Guarai Bond (PGB), if applicable.

Sir,

1. I/We having examined the Tender document for your Tender No.....date for the above named work, we the undersigned offer to execute whole of the said work in conform the said tender document containing the Invitation to Tender, Instructions to Tenderers, Special & Gener ions of Contract including Scope of work, Techno-Commercial Part (Part-II) and Price Bid at the rates statu n.
2. I/We, undertake, if our tender is accepted to commence the work from the date as mentioned in the Work nd complete the whole of the work within a period of 01 (one) year from the effective date of Contract.
3. I/ We undertake to deposit Bid Securing Declaration as per Instructions to Tenderers (ITT).
4. I/ We, undertake to submit the undertaking as per Annexure-I & VI in Company's Letter head.
5. I/We agree to abide by this Tender for the period of 90 days from the date of opening of the tender and it main binding on me/us and may be accepted by you at any time before the expiry of the period. I/We als that we shall not withdraw the tender during the aforesaid validity period of 90 (Ninety) days. However, i ithdraw it or vary the tender without the written permission of GM (CC), Contract Cell, SAIL-CMLO, KIOM-I ex, Kiriburu-833222, he shall have the right to take action as deemed fit.
6. Should this tender be accepted by you, I / we hereby agree to abide by and fulfil all terms & conditions of t and in default thereof to pay SAIL-CMLO,JGOM, KIOM or their successor or their authorised nominees su of money as are stipulated in the terms and conditions contained in the contract.
7. SAIL-CMLO JGOM-KIOM has the right to reject all tenders, in part or in full without assigning any reason wl er.
8. I/ We confirm our acceptance to all the terms & conditions and Scope of work of SAIL CMLO-JGOM's tender.
9. Details of our Bank & Financial Instrument to which we would like the payment from the Employer i.e. S LO-KIOM to be credited, GST registration No. are as follows;

i.	Name of the Bank	
ii.	Name of Branch & Address of Bank	
iii.	Account No.	
iv.	IFSC	
v.	PAN	
vi.	GSTIN	

10. SAIL-CMLO- JGOM has the right to reject all tenders, in part or in full without assigning any reason whats
 Dated this _____ day of _____

TENDERER :
 SIGN-----
 NAME-----

DATE-----

In the capacity of _____

Duly authorised to sign tender form and

On behalf of -----

WITNESSES:

Signature: _____

Name: _____

Date: _____

Address: _____

Occupation:

Annex

PRICE-BID (PART-II)

Tender Notice No. Cc/6012/OTE/KIOM/T-Dated **/02/2026**

Price Bid (Schedule of Rates)

SI. No	Scope of Work	Unit	Total Quantity for 01 (one) year (in Nos.)	Rate (in Rs./Wagon)	Total value for 01 (one) year (in Rs)
			(a)	(b)	(c) = (a)

1.	Dressing of uneven loaded wagons to the satisfaction of railway at SO BK & FOS Siding of KIAM for the departmentally loaded wagons and releasing the rake from their end within stipulated time as per Clause-1.0 of Special Conditions of Contract (SCC).	No. of Wagons	48110	To be quoted	
Total value in 01(one) year including applicable GST					

N.B.

- i. The quoted rate shall be including all taxes including local taxes, duties, levies etc on date of tender.
- ii. The quoted rate shall be rounded upto 2 decimal.

SIGNATURE OF THE TENDERER
WITH RUBBER STAMP

Date: _____

NAME (in block letters): _____

FULL ADDRESS: _____

Annexure

FORM OF BANK GUARANTEE FOR SECURITY DEPOSIT AND PERFORMANCE GUARANTEE FOR

(To be executed separately on Non-Judicial Stamp Paper of appropriate value)

..... **(Name of the Bank)**

Address

Guarantee No.

A/c Messrs **(Name of Contractor)**

Address

Date of Expiry

Beneficiary

Address

Limit to liability (**currency & amount**)

.....

Contract No.

..

For (**Scope of W**

Subject : **SECURITY DEPOSIT/PERFORMANCE (ANTEE BOND.**

Date

To

Chief General Manager (Mines)

Kiriburu Iron Ore Mines,

CMLO, JGOM

P.O.: Kiriburu,

District: WEST SINGHBHUM,

State: JHARKHAND, Pin Code: 833222.

Dear Sir,

We refer to the Contract Agreement (hereinafter called the "Contract") Reference No Dated between you and M/s. (**Name of the Contractor**) (herein called the "Contractor") for. (**Scope of Work**).

Whereas the Contractor has undertaken to produce a Bank guarantee under the Contract including any amendment thereto, to secure its obligations to you for the performance of the Contract including the guarantees and warranty of the Scope of Work.

1. We (**Name of the Bank**), **Branch**, **Address** do hereby expressly irrevocably and unreservedly undertake to conditionally pay to you merely on your written demand, without referring it to the contractor and without protest and demur an amount not exceeding (**currency and amount**). Any such demand made on us shall be conclusive as regards the amount due and payable by us under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding

2. Notwithstanding anything to the contrary we agree that your decision as to whether the Contractor has committed a breach of any terms and conditions of the contract shall be final and binding on us and we shall not be entitled to ask you to establish your claims under this Guarantee but shall pay the same forthwith without any objection or delay.

3. We undertake to pay to you any money so demanded notwithstanding any disputes raised by the Contractor(s) in any suit or proceeding pending before any court or Tribunal or arbitration relating thereto, our liability under these presents being absolute and unequivocal.

The payment so made by us under this Guarantee shall be a valid discharge of our liability for payment thereunder.

4. This guarantee shall come into force from the date of issue and shall remain irrevocably valid and in force initially upto _____ and the same shall be extended for further period if the contractor is unable to complete the work within the period stipulated in the contract and until successful completion of the contract and / or in case of extension the date of completion of the contract.

5. This guarantee shall not in any way be affected by you taking any securities from Contractor or by the winding up, dissolution, insolvency or death as the case may be of Contractor. We shall not be entitled to proceed against the assets of the Contractor on our site.

6. In order to give full effect to the Guarantee herein contained, you shall be entitled to act as if we were your principal debtors in respect of all your claims against the Contractor, hereby guaranteed by us as aforesaid and we hereby expressly waive all our surety and other rights, if any, which are in any way inconsistent with the above or any other provisions of this Guarantee.

7. This guarantee is in addition to any other guarantee or guarantees given to you by the Contractor.

8. This guarantee shall not be discharged by any change in the constitution of the Contractor or us, nor shall it be affected by any change in your constitution or by any amalgamation or absorption thereof or therewith but will ensure for and be available to and enforceable by the absorbing or amalgamated company or concern.

9. Notwithstanding anything contained herein before our liability under this guarantee shall be restricted upto a sum (**currency and amount**) and shall expire on as a claim or demand is made on us in writing within three months of the expiry date otherwise our rights shall be forfeited and we shall stand relieved and discharged from our liability hereunder.

10. We have full power to sign this guarantee under the delegations of powers and authorisation made under general regulation and resolutions in this regard.

Yours faithfully

y

Dated day of 20.....

For

(Name of the Employer)

Credentials submitted by Bidders in its letter head

Sl. No	Type of document (for e.g. work order/job completion certificate/ Invoice/ RA bill/Final Bill etc.	Issuing Authority Company Details (with full postal address)	Contact official Name, Designation & email address of Issuing Authority	Contact Official Line & Mobile Number of Issuing Authority
1				
2				
3				

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FORM OF AGREEMENT

A G R E E M E N T Number:

This agreement made the day of between Steel Authority of India Limited (a Company Registered under the Companies Act 1956 at its Registered Office at Ispat Bhawan, Lodi Road, New Delhi-110 003) and having its mine at JGOM, CMLO, Kiriburu Iron Ore Mines, P.O. Kiriburu, Dist. Singhbhum(West Jharkhand, PIN-833222 (hereinafter called the Employer) which expression unless repugnant to the context shall include it's successors, legal representative & administrators on the one part and M/s.....(hereinafter called 'Contractor') which expression unless repugnant to the context includes its heirs, successor and permitted assigns on the other part.

Whereas the employer desires that certain works should be executed and completed i.e.

Name of The Work

Job Description
Off-loading job of Dressing of uneven loaded railway wagons to the satisfaction of Railway at SOBK & FOS Siding of Kiriburu Iron Ore Mines (KIO M) for the departmentally loaded wagons and releasing the rake from their end within stipulated time at Kiriburu Iron Ore Mines (KIOM), JGOM, CMLO as per Clause-1 of Special Conditions of Contract (SCC).

The aforesaid quantity is to be executed within 01(One) Year (365 days) (as per period of contract defined in SCC) from the date of commencement of work (i.e. from / /). The employer has floated a Tender Notice No..... Dated **/**/2025 and has accepted the tender submitted by the Contractor for such works. The contract shall be considered to be over if the contracted quantity is exhausted even before 01 (One) Year.

NOW THIS AGREEMENT WITNESSES AS FOLLOWS:

1. In this agreement words and expressions shall have the same meanings as are respectively assigned to them in the Terms and Conditions of the Contract hereinafter referred to :
2. The following documents shall be deemed to form and be read and construed as part of the agreement viz :
 - a. i) Tender Notice No..... Dated **/**/2025

- ii) Invitation to Tender.
- iii) Instructions to Tenderers.
- iv) Special Conditions of Contract(SCC)
- v) General Conditions of Contract(GCC).
- vi) Techno-Commercial Part of the tender.
- vii) The filled in tender documents submitted by the contractor.
- b. Price Bid including accepted rates and the amounts.
- c. Employers Work Order No.
- d. Contractor's acknowledgement for receipt of Work Order.
- e. Amendment to the Contract, if any.

These documents shall supplement each other and be read together. However, in case of any conflict between provisions of GCC and SCC, the latter shall prevail.

3. In consideration of the payments to be made by the employer to the Contractor hereinafter mentioned, the Contractor hereby covenants with the employer to execute, complete and maintain the works in conformity with the provisions of the contract in all respect over a period of 01(One) year w.e.f. _____(date of commencement).
4. The employer hereby covenants to pay to the Contractor in consideration of the execution of the works, the contract price at the time and in the manner prescribed in the contract.

In witness where of the parties have hereinto set their respective hands and seals this _____ day, month _____ and year first above written through their authorised representatives.

For and on behalf of
:-

M/s.

Signature of the Contractor

For and on behalf of :-

STEEL AUTHORITY OF INDIA LTD.

BOKARO STEEL PLANT

JHARKHAND GROUP OF MINES
Kiriburu Iron Ore Mines,
P.O. Kiriburu, Dist. Singhbhum(W)
Jharkhand, PIN-833222.

Date:
Place:

Signature:
Name:
Designation:

Place:

In the presence of: -
Witness:

Witness:

1.
Name
Date
Address

2.
Name
Date

Address

1.
Name
Date
Address

2.
Name
Date

Address

Annexure-A

Wagon Dressing Report

1. Rake No-
2. Loading Date-
3. Loading Siding-
4. Placement Date & Time of the Rake-
5. Completion Date & Time of The Rake-
6. Total No & Type of Wagons Loaded-
7. Total No & Type of Wagons Dressed-
8. Time Taken for Dressing of Wagons-
9. Delay in Dressing of Wagons, if any with reasons-
10. Wagon Annexure-

S I N O	Ownin g Railway	Wagon No	Check wago dressing [Put ✓if Yes/ X if No]

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11. Remarks-

Signature of Shift In- charge

Signature of

अस्वीकरण/**Disclaimer**

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority, 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 to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as 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 being bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. Any ATC clause in contravention with GeM GTC Clause 4 (xiii)(h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through Random Algorithm executed by GeM system.
16. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid terms as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference section of the bid, unless otherwise allowed by GeM GTC.
17. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this they can raise their representation against the same by using the Representation window provided in the bid details Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to 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 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; a 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 other statutory requirements shall be strictly met by the Seller/ Service Provider. Any non-compliance shall constitute a breach of the contract and shall entitle the Buyer to take appropriate action in accordance with the contract and applicable law.

This Bid is governed by the [सामान्य नियम और शर्तें/General Terms and Conditions](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in सामान्य नियम और शर्तें/General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement, then it will override the conditions in the General Terms and Conditions.

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत 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 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 का तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्यवाई का आधार होगा।/In terms of GeM GTC clause 26 regarding Res 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 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 shall be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---धन्यवाद/Thank You---