

**बिड दस्तावेज़ / Bid Document**

बिड विवरण / Bid Details	
बिड बंद होने की तारीख/समय / Bid End Date/Time	27-02-2026 16:00:00
बिड खुलने की तारीख/समय / Bid Opening Date/Time	27-02-2026 16:30:00
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	Bhilai Steel Plant
कार्यालय का नाम / Office Name	Materials Management
कुल मात्रा / Total Quantity	2
वस्तु श्रेणी / Item Category	CTRL PNL, MCC, BF SLG ROUTE, EDD/D/055-0149 , PDB PANEL, BF SLAG ROUTE, EDD/D/055-0150
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	PDB PANEL, BF SLAG ROUTE, EDD/D/055-0150
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Wooden Furniture from Hoshiarpur - ODOP
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	<ul style="list-style-type: none"> <li>Wooden Furniture from Hoshiarpur - ODOP</li> </ul>
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / MSE Relaxation for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Relaxation for Years of Experience and Turnover	No
विक्रेता से मांगे गए दस्तावेज़ / Document required from seller	Certificate (Requested in ATC), OEM Authorization Certificate, Additional Doc 1 (Requested in ATC), Additional Doc 2 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है / Do you want to show documents uploaded by bidders to all bidders participated in bid?	No

**बिड विवरण/Bid Details**

बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / <b>Minimum number of bids required to disable automatic bid extension</b>	3
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / <b>Number of days for which Bid would be auto-extended</b>	7
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / <b>Number of Auto Extension count</b>	1
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	Yes
रिवर्स नीलामी योग्यता नियम/RA Qualification Rule	H1-Highest Priced Bid Elimination
क्रेता के लिए उपलब्ध आईटीसी/ITC available to buyer	Yes
बिड का प्रकार/Type of Bid	Two Packet Bid
प्राथमिक उत्पाद श्रेणी/Primary product category	CTRL PNL, MCC, BF SLG ROUTE, EDD/D/055-0149
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 Days
निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

**ईएमडी विवरण/EMD Detail**

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

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

**एमआईआई खरीद वरीयता / MII Purchase Preference**

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

#### एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% तक की सीमा में हो / Purchase Preference to MSE OEMs available upto price within L1+X%	15
सूक्ष्म और लघु उद्यम को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MSE purchase preference	25

#### Limited Tender

Limited Tender Applicable	Yes
Reason	The sources of supply are definitely known and possibility of fresh source(s) beyond those being tapped is remote.
List of Seller Organization for participation	***** , ***** , ***** , ***** , ***** , ***** , ***** , ***** , ***** , ***** , ***** , *****

1. Preference to Make In India products (For bids < 200 Crore):Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public

Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate .The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023.

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

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

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

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

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

### **CTRL PNL, MCC, BF SLG ROUTE, EDD/D/055-0149 ( 1 pieces )**

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

#### **तकनीकी विशिष्टियाँ /Technical Specifications**

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

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

#### **प्रेषिती/रिपोर्टिंग अधिकारी तथा मात्रा/Consignees/Reporting Officer and Quantity**

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Ravi Kumar	490001,Room No. 302, 3rd Floor, Ispat Bhavan Bhilai Steel Plant Bhilai-490001	1	60

### PDB PANEL, BF SLAG ROUTE, EDD/D/055-0150 ( 1 pieces )

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

#### तकनीकी विशिष्टियाँ /Technical Specifications

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

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

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

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Ravi Kumar	490001,Room No. 302, 3rd Floor, Ispat Bhavan Bhilai Steel Plant Bhilai-490001	1	60

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

##### 1. Scope of Supply

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

##### 2. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

##### Buyer Added Bid Specific ATC

Scope of supply (Bid price to include all cost components): Only supply of Goods. Pl. refer Item specification before quoting.

## **SPECIAL TERMS & CONDITIONS :**

Vendors are required to submit their bids strictly within the timeframe specified in the enquiry. The supply of items must be completed within the delivery period of Purchase Order (PO). Timely delivery of panels is the essence of this contract, time extension for bid submission as well as delivery period will not be allowed.

The following shall be applied and no deviation would be accepted:

1. Submission of offer by the tenderer will construe that they have understood the provisions regarding restriction on SAIL as a PSU on procurement from a bidder of country which shares a land border with India as per Order No F No. 6/18/2019-PPD dated 23-07-20 and subsequent amendments / clarifications thereof and is eligible to be considered for order placement.
2. Vendor Shall Supply the Material as Per Technical Specification.
3. To The Extent Possible, Materials are To Be Dispatched in One Consignment.
4. Product Make & Model Must Be Mentioned in The Submitted Quotation.
5. Offer not conforming to tendered specifications, GCC And QAP may be summarily rejected.
6. In case of submission of offer by Bidders having authorization from the Manufacturers, following may be noted. Offer shall be submitted with tender specific ( duly mentioning the GeM bid Number) valid authorization of Manufacturer.
7. Prices Must Remain Firm till Completion Of Supply.
8. Standard Packing Required Avoiding Damage During Transportation and Handling.
9. It may be noted that subsequent to placement of the GeM Purchase Order (PO), a corresponding backup SAP PO shall be issued by BSP. All post-order activities, including material receipts, Goods Receipt Notes ( GRN), bill processing and any other related activities, shall be carried out against the SAP PO.
10. BSP reserves the right to reject the offers based on documents submitted by bidders with or without seeking additional clarifications. Hence bidders are requested to submit the documents along with offers in totality.
11. The Supplier shall Guarantee/ Warranty for a period of 18 months from the date of supply or 12 months from the date of commissioning whichever is earlier and in the event of Buyer finding, within the guarantee period, that the item accepted & supplied, is not performing as per the requirement in the Purchase Order, the Supplier shall be liable to replace the item free of cost on FOR BSP Stores basis, to the satisfaction of the Buyer.
12. Risk Purchase: If the Supplier fails to deliver the stores either in full or in part, within the prescribed delivery period, the Purchaser shall be entitled at his option to take alternate procurement action, at the risk & cost of the supplier for the unsupplied portion of the goods / items for which delivery has expired without cancelling the contract in respect of the stores not yet due for delivery, or to cancel the contract based on progress of work, including stores not due for delivery, and, if thought fit/necessary, to purchase the stores at the risk and cost of the Supplier. The price differential in case of higher cost to SAIL, if any, shall have to be borne by the defaulting supplier. Moreover, the defaulting supplier shall have no claim over the quantity, which they failed to supply.
13. Payment shall be released to the Supplier / Vendor / Contractors only after verification of GST Return in the form GSTR-2A. The Supplier / Vendor / Contractors must submit their GST Return in the GST Portal, before

e processing of their bills and payment by Bhilai Steel Plant. Accordingly, all the Suppliers / Vendors / Contractors are hereby informed for compliance of submission of GST Returns in respect of various kinds of supplies of goods and / or services covered under a Tax Invoice. Supplier must furnish / upload the necessary documents for availing of GST Input Tax Credit (ITC) as per GST Law.

14. Other relevant conditions not mentioned here shall be as per General Terms and Conditions of Contracts for Purchase (SAIL- P1) (October 2023) which can be viewed / downloaded from <https://sailtenders.co.in/> Information Standard Documents General Terms and Conditions of Contracts for Purchase (SAIL-P1).

**Following are other Commercial Terms and Conditions:**

- a) Bidder has to indicate the applicable GST rate in their offer.
- b) Delivery Price Basis: FOR Consignee Stores, Consignee Location (all-inclusive of transportation, insurance, taxes etc. as applicable).
- c) Prices shall remain firm till the completion of order where PVC clause is not applicable.
- d) Rejection of bid / tender: In case any specific adverse report is received against a tenderer, as an information or upon enquiry made by SAIL, in respect of capabilities and performance of the tenderer, after receipt of tender but before the opening of the Price Bids, the quotation / tender submitted by such tenderer is liable to be rejected.
- e) Inspection: Inspection, if required may be carried out by the Purchaser or his authorized agent at destination, or at the Supplier's premises or at any other place as the Purchaser may deem fit as stipulated in the Contract during different stages of manufacturing including final Pre-dispatch inspection and accordingly Inspection Certificates shall be issued.
- f) Notification by Supplier - In case of inspection at the Supplier's premises, notice in writing shall be sent by the Supplier, **15 days** in advance, to the Purchaser when the stores to be supplied are ready for inspection. In case of third-party inspection, notice shall be given directly to the third-party inspection agency under intimation to purchaser; all charges for third party inspection shall be borne by the Supplier unless specified otherwise.
- g) Payment shall be released to the Supplier / Vendor / Contractors only after verification of GST Return in the form GSTR-2A. The Supplier / Vendor / Contractors must submit their GST Return in the GST Portal, before processing of their bills and payment by Bhilai Steel Plant. Accordingly, all the Suppliers / Vendors / Contractors are hereby informed for compliance of submission of GST Returns in respect of various kinds of supplies of goods and / or services covered under a Tax Invoice. Supplier must furnish / upload the necessary documents for availing of GST Input Tax Credit (ITC) as per GST Law.
- h) Submission of offer against the current tender, will construe that vendor have understood and complied with the statutory provisions applicable for the CPSEs which inter-alia includes Make In India, MSE, Land Border, Start Up India etc. as per extant guidelines of GOI **and amendments thereof, if any.**
- i) Other relevant conditions not mentioned here shall be as per General Terms and Conditions of Contracts for Purchase (SAIL- P1) (October 2023) which can be viewed / downloaded from <https://sailtenders.co.in/> Information Standard Documents General Terms and Conditions of Contracts for Purchase (SAIL- P1).
- j) It may be noted that all post order activities (that is regularizing SAP order, materials receipts and GRN, Bill processing and any other post order activity) shall be done outside GeM over SAIL BSP's SAP.
- k) Vendor Bill Submission on SRM Portal is compulsory, kindly go through the link <https://eproc.sail-bhilaisteel.com/irj/portal> to generate the tracking number, which will be useful for your future reference and tracking purposes.

l) Bidders to submit filled, sealed & signed copy of following Annexures:

S.NO	Description	Annexure No.
1)	Acceptance of all Tender terms & conditions	Annexure 1

2)	Format for Declaration to be given by a Make In India Supplier to be submitted on the Letter head of the Bidder	Annexure 2
3)	FORMAT FOR UNDERTAKING	Annexure 3

**Annexure 1**

Acceptance of all Tender terms & conditions  
**(To be submitted in Letter Head of Participant Bidders)**

We, M/s \_\_\_\_\_ accept all the terms & Conditions mentioned in GeM Bid no -----dated -----without any deviation for the said tender. We confirm to supply tendered item as per schedule & technical specification given in the GeM Bid, Additional Technical Specification & ATC. Signed for and on behalf of the (tenderer)

Signature:

Name:

Position:

Date:

With seal of the company

**Annexure 2**

**Format for Declaration to be given by a Make In India Supplier To be submitted on the Letter head of the Bidder**

Self-Certification (for Procurement values equal to/less than Rs 10 Crs)

Certificate for M/s. Steel Authority of India Ltd. Bhilai Steel Plant, Bhilai

With reference to SAIL-.....RFQ/GeM bid No. ....dt..... and our offer no. ....

In line with the revised Public Procurement (Preference to Make In India), Order 2017 dated 16-09-2020, as amended from time to time and as applicable on the date of submission of tender, we hereby certify that we M/s \_\_\_\_\_ (Bidder name) are local suppliers and item wise local content as defined in above orders for the material to

be supplied by us against above mentioned Tender No is furnished as below:

Item No.	Item Description	Local Content (%)
1.		
2.		
3.		
4.		
5.		

Note: entries to be made separately for all items as per tender.

Details of location at which local value addition will be made is as follows:

We also understand, false declaration will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rule for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

Seal and Signature of Authorized Signatory

**Annexure 3**

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

I..... (Name and Designation) duly authorized to sign the bid for and on behalf of M/s

(herein after called the bidder) for the purpose of Tender No..... of (Plant/Unit

..... SAIL, Place \_\_\_\_\_), do hereby solemnly affirm and state, on the behalf of the bidder including its constituents, as under:

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

**1. BID SECURING DECLARATION:**

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

tenders of Plant/Unit \_\_\_\_\_ SAIL, PI  
ace \_\_\_\_\_.

## **2. UNDERTAKING FOR NON-COLLUSIVE TENDERING:**

I/We undertake and warrant that our bid was not prepared with any agreement, arrangement, communication, understanding, promise of undertaking with any person (including any other bidder or competitor) regarding i) prices; ii) methods, factors

or formulas used to calculate prices; iii) an intention or decision to submit a bid; iv) an intention or decision to withdraw a bid; v) the submission of bid that does not conform with the requirements of the tender; vi) the quality, quantity, specifications or delivery particulars of the products or services to which this tender relates; and vii) the terms of the bid, and we also undertake that we will not, prior to the award of the Contract, enter into or engage in any of the foregoing.

## **3. SUB-CONTRACTING, WHEREVER APPLICABLE:**

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

## **4. AUTHENTICITY OF DOCUMENTS SUBMITTED FOR BID EVALUATION:**

I/We declare that the information and documents submitted along with the tender documents by me/ us are complete and correct and I/we are fully responsible for the authenticity and correctness of the submitted information and documents. I/We declare and certify that I/we have not made any misleading or false representation anywhere in the tender submitted including the annexures thereto. I/We understand that at any time during process of evaluation of tender or at any time after award of contract, if any information / document submitted by me / us are found to be suppressing facts / forged / false / fabricated / fudged or incorrect, it shall lead to forfeiture of the EMD/SD and. Performance Guarantee, if submitted, besides any other action provided in the contract including banning under the extant Guidelines for Banning of Business Dealings of SAIL and initiating any legal action as deemed fit. Further, I/we and all my/ our constituents understand that my/ our offer shall be summarily rejected.

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

I/We hereby declare that I/we are not representing any other firm participating against this tender. OR  
I/We hereby declare that I/we also represent the following firm(s) participating against this tender: - SI  
No. Name of the firm

1.

2.

(Strike-off the portion which is not applicable)

## **6. RELATIONSHIP WITH ANY EMPLOYEE W**

**WORKING IN PLANT / UNIT  
NOT CONCERNED OR DIRECTORS OF SAIL INCLUDING ITS SUBSIDIARIES:**

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

S.No	Name of Proprietor/ Partner/ Director of our company	Name of SAIL employee/ Director of SAIL	Type of relationship
1.			
2.			

(Strike-off the portion which is not applicable)

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

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

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

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

I/ We declare that I/We comply with the provisions of the revised Public Procurement (Preference to Make In India), Order 2017 dated 16.09.2020, as amended from time to time and also comply with the provisions of DoE Order dated 23.07.2020 with respect to the compliance related to land border sharing requirements and subsequent amendments thereto as applicable, on the date of submission of tender and at the time of Placement of Contract.

**9. CONFLICT OF INTEREST (IF APPLICABLE):**

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

**10. I/We declare that I /We have disclosed any previous transgressions of code of integrity with any entity in any country during the last th**

ree years or of being debarred by any other procuring entity in our bid documents. Failure to do so would amount to violation of the code of integrity.

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

**12. Risk Purchase : Subject to the terms and conditions of this Agreement, if the Supplier neglects or fails to perform the Agreement by the time or times agreed upon, for any reason other than Force Majeure, the Purchaser after having come to know of such negligence or non-performance, after giving 14 to 30 days' notice or any such extended period that the Supplier and Purchaser may mutually agree, to the Supplier to rectify, shall take such action as it considers fit including but not limited to taking risk purchase action for supply of the material, mitigating any losses, at the risk and cost of the Supplier as far as the undelivered quantity in that Delivery Period is concerned. The Right of the Purchaser for Risk Purchase Action is in addition to the Right of Purchaser to terminate the Contract due to the fault of the Supplier. The price differential in case of higher cost to SAIL, if any, shall have to be borne by the defaulting Supplier. Moreover, the defaulting Supplier shall have no claim over the quantity, which they failed to supply.**

Seal and Signature of Authorized Signatory

**3. Buyer Added Bid Specific ATC**

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

## अस्वीकरण/Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
16. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

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

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

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

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

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

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

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

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

**---धन्यवाद/Thank You---**