

**बिड दस्तावेज़ / Bid Document**

| बिड विवरण/Bid Details   |  |
|---|--|
| बिड बंद होने की तारीख/समय /Bid End Date/Time  | 07-03-2026 17:00:00  |
| बिड खुलने की तारीख/समय /Bid Opening Date/Time   | 07-03-2026 17:30:00  |
| 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   | 120  |
| वस्तु श्रेणी /Item Category   | EARTH FAULT RELAY(INVERSE) -CDG , TRIPPING RELAY - VAJ , AUX RELAY, VAA33ZG8313FCH, GE T&D , , AUX RELAY, VAA33ZG8314FCH, : -GE T&D , ANTI PUMPING RELAY, VAA11YF0752BA, GE T& , EM TRP RELAY, 1P, VAA13YF0752BA, GE VERNOVA   |
| GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS   | EM TRP RELAY,1P,VAA13YF0752BA,GE VERNOVA   |
| GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS  | Digital VHF Repeater Set as per MHA QR, Emergency lighting and accessories (PORTABLE EMERGENCY LIGHTING SYSTEM Tower type With AC Genset), Retro - Fit Emission Control Equipment for Diesel Generators (V2), Sujini Embroidery from Vaishali - ODOP, Embroidery Products from Malerkotla - ODOP |
| अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification                                   | <ul style="list-style-type: none"> <li>Digital VHF Repeater Set as per MHA QR</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<br>*In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer                                       |

**बिड विवरण/Bid Details**

|  |   |
|--|---|
| क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid? | No  |
| बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension  | 1   |
| 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   | No  |
| 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  | EM TRP RELAY, 1P, VAA13YF0752BA, GE VERNOVA |
| 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   | Item wise evaluation                        |
| मध्यस्थता खंड/Arbitration Clause   | No  |
| सुलह खंड/Mediation Clause  | No  |

**ईएमडी विवरण/EMD Detail**

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

**ईपीबीजी विवरण /ePBG Detail**

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

बोली विभाजन लागू नहीं किया गया/ Bid splitting not applied.

**एमएसई खरीद वरीयता/MSE Purchase Preference**

|   |    |
|---|----|
| एमएसई खरीद वरीयता/MSE Purchase Preference | No |
|---|----|

**एमएसई के लिए सक्षम प्राधिकारी का विवरण:/Details of the Competent Authority for MSE**

|  |   |
|--|---|
| सक्षम प्राधिकारी का नाम/Name of Competent Authority  | DGM   |
| सक्षम प्राधिकारी का पदनाम/Designation of Competent Authority   | DGM   |
| सक्षम प्राधिकारी का कार्यालय/विभाग/प्रभाग/Office / Department / Division of Competent Authority                                    | MM  |
| सीए अनुमोदन संख्या/CA Approval Number  | N1  |
| सक्षम प्राधिकारी अनुमोदन तिथि/Competent Authority Approval Date  | 24-02-2026  |
| सक्षम प्राधिकारी द्वारा प्रदान की गई स्वीकृति का संक्षिप्त विवरण//Brief Description of the Approval Granted by Competent Authority | MSE OEM Purchase Preference IS NOT APPLICABLE DUE TO PROPRIETARY CASE |

Competent Authority Approval for not opting Micro and Small Enterprises Preference : [View Document](#)

**एमआईआई खरीद वरीयता/MII Purchase Preference**

|  |    |
|--|----|
| एमआईआई खरीद वरीयता/MII Purchase Preference | No |
|--|----|

**एमआईआई के लिए सक्षम प्राधिकारी का विवरण:/Details of the Competent Authority for MII**

|   |   |
|---|---|
| सक्षम प्राधिकारी का नाम/Name of Competent Authority   | DGM   |
| सक्षम प्राधिकारी का पदनाम/Designation of Competent Authority  | DGM   |
| सक्षम प्राधिकारी का कार्यालय/विभाग/प्रभाग/Office / Department / Division of Competent Authority                                   | MM  |
| सीए अनुमोदन संख्या/CA Approval Number   | N1  |
| सक्षम प्राधिकारी अनुमोदन तिथि/Competent Authority Approval Date   | 24-02-2026  |
| सक्षम प्राधिकारी द्वारा प्रदान की गई स्वीकृति का संक्षिप्त विवरण/Brief Description of the Approval Granted by Competent Authority | MII PURCHASE PREFERENCE IS NOT APPLICABLE DUE TO PROPRIETARY CASE |

Competent Authority Approval for not opting Make In India Preference : [View Document](#)

1. 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 no 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.

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.

**मूल्यांकन विधि(मदवार मूल्यांकन विधि) / Evaluation Method ( Item Wise Evaluation Method )**

Contract will be awarded schedulewise and the determination of L1 will be done separately for each schedule. The details of item-consignee combination covered under each schedule are as under:

| मूल्यांकन अनुसूचियां / <b>Evaluation Schedules</b> | वस्तु/श्रेणी / <b>Item/Category</b>         | मात्रा / <b>Quantity</b> |
|--|---|--------------------------|
| Schedule 1   | Earth Fault Relay(inverse) -cdg             | 20                       |
| Schedule 2   | Tripping Relay - Vaj                        | 10                       |
| Schedule 3   | Aux Relay, Vaa33zg8313fch, Ge T&d,          | 25                       |
| Schedule 4   | Aux Relay, Vaa33zg8314fch, : -ge T&d        | 10                       |
| Schedule 5   | Anti Pumping Relay, Vaa11yf0752ba, Ge T&    | 45                       |
| Schedule 6   | Em Trp Relay, 1p, Vaa13yf0752ba, Ge Vernova | 10                       |

**EARTH FAULT RELAY(INVERSE) -CDG ( 20 pieces )**

**तकनीकी विशिष्टियाँ /Technical Specifications**

|   |                          |
|---|--------------------------|
| क्रेता विशिष्टि दस्तावेज़ /Buyer Specification Document | <a href="#">Download</a> |
|---|--------------------------|

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

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

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

| क्र.सं./S.No. | परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer | पता/Address   | मात्रा /Quantity | डिलीवरी के दिन/Delivery Days |
|---------------|---|---|------------------|------------------------------|
| 1             | Ravi Kumar  | 490001,Room No. 302, 3rd Floor, Ispat Bhavan Bhilai Steel Plant Bhilai-490001 | 20               | 30                           |

**TRIPPING RELAY - VAJ ( 10 pieces )**

**तकनीकी विशिष्टियाँ /Technical Specifications**

|  |
|--|
|  |
|--|

क्रेता विशिष्टि दस्तावेज़ /Buyer  
Specification Document

[Download](#)

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

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

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

| क्र.सं./S.N<br>o. | परेषिती/रिपोर्टिंग<br>अधिकारी /Consignee<br>Reporting/Officer | पता/Address   | मात्रा /Quantity | डिलीवरी के दिन/Delivery<br>Days |
|-------------------|---|---|------------------|---------------------------------|
| 1                 | Ravi Kumar  | 490001,Room No. 302, 3rd<br>Floor, Ispat Bhavan Bhilai Steel<br>Plant Bhilai-490001 | 10               | 30                              |

**AUX RELAY, VAA33ZG8313FCH, GE T&D, ( 25 pieces )**

**तकनीकी विशिष्टियाँ /Technical Specifications**

क्रेता विशिष्टि दस्तावेज़ /Buyer  
Specification Document

[Download](#)

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

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

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

| क्र.सं./S.N<br>o. | परेषिती/रिपोर्टिंग<br>अधिकारी /Consignee<br>Reporting/Officer | पता/Address   | मात्रा /Quantity | डिलीवरी के दिन/Delivery<br>Days |
|-------------------|---|---|------------------|---------------------------------|
| 1                 | Ravi Kumar  | 490001,Room No. 302, 3rd<br>Floor, Ispat Bhavan Bhilai Steel<br>Plant Bhilai-490001 | 25               | 30                              |

**AUX RELAY, VAA33ZG8314FCH, : -GE T&D ( 10 pieces )**

**तकनीकी विशिष्टियाँ /Technical Specifications**

क्रेता विशिष्टि दस्तावेज़ /Buyer Specification Document

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

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

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

| क्र.सं./S.N o. | प्रेषिती/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 | 10               | 30                           |

**ANTI PUMPING RELAY, VAA11YF0752BA, GE T& ( 45 pieces )****तकनीकी विशिष्टियाँ /Technical Specifications**

क्रेता विशिष्टि दस्तावेज़ /Buyer Specification Document

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

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

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

| क्र.सं./S.N o. | प्रेषिती/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 | 45               | 30                           |

## EM TRP RELAY, 1P, VAA13YF0752BA, GE VERNOVA ( 10 pieces )

### तकनीकी विशिष्टियाँ /Technical Specifications

|   |                          |
|---|--------------------------|
| क्रेता विशिष्टि दस्तावेज़ /Buyer Specification Document | <a href="#">Download</a> |
|---|--------------------------|

### 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. | प्रेषिती/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 | 10               | 30                           |

### 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 text-based ATC clauses:

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

2) Special Instructions:

Approved Vendor for the tendered item at Bhilai Steel Plant are as under:

OEM – M/s GE VERNOVA T&D INDIA LID.  
OES – M/s Triveni Turbine Ltd.  
OES – M/s BHARAT HEAVY ELECTRICAL LTD.  
OES – M/s PAUL WURTH ITALIA SPA  
OES – M/s DANIELI INDIA LIMITED  
OES – M/s LARSEN & TOUBRO LTD

Note : PARTY SHALL GIVE FITMENT/INTERCHANGEABILITY GUARANTEE FOR ONE TO ONE REPLACEMENT WITH EXISTING RELAYS.

## **OEM/OES are requested to submit their offer directly.**

3) In case of offer submission by authorized dealer of OEM:

- i) Bidders having valid authorization from Original Equipment Manufacturer (OEM)/ Original Equipment Supplier (OES) for the instant tender can also submit their offer. However, a valid authorization certificate from OEM/OES mentioning GEM bid number must be submitted along with the offer.
- ii) Offer submission by dealer of OEM: OEM confirms to provide back-up guarantee for quality & workmanship and successful supply /execution of the ordered item at the time of supply.
- iii) Offer submission by dealer of OES: OES confirms to provide back-up guarantee for quality & workmanship and OES confirms to provide back-up guarantee for successful supply /execution of the ordered item at the time of supply.
- iv) Items must be supplied in OEM's Original Packing only.

4) Guarantee/ Warranty Clause: 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 Bhilai basis, to the satisfacti

on of the Buyer.

5) Tenderer must quote for full quantity of all the items failing which the offer shall be rejected.

6) 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.

7) 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.

8) 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).

### **OTHER COMMERCIAL TERMS & CONDITIONS**

#### **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. 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.
- e. 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.

f. 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).

g. 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 UNDERTAKING                      | Annexure 2   |

**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 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. 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.

### **2. RELATIONSHIP WITH ANY EMPLOYEE WORKING IN PLANT / UNIT 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.

### **3. 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 d

uring 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.

#### **4. 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.

#### **5. 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.**

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---