

बिड दस्तावेज़ / Bid Document

बिड विवरण / Bid Details	
बिड बंद होने की तारीख/समय / Bid End Date/Time	19-08-2026 14:00:00
बिड खुलने की तारीख/समय / Bid Opening Date/Time	19-08-2026 14:30:00
बिड पेशकश वैधता (बंद होने की तारीख से) / Bid Offer Validity (From End Date)	120 (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
शिकायत निवारण के संपर्क विवरण / Contact details of Grievance redressal	HOD Email id : mkkulkarni@sail.in Buyer Email id: srpkandregula@sail.in
वस्तु श्रेणी / Item Category	Custom Bid for Services - Supply of Handling Equipment at Refractory Stores and associated stores
समान श्रेणी / Similar Category	Handling and Transport on Lumpsum Basis
अनुबंध अवधि / Contract Period	3 Year(s) 2 Day(s)
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) / Minimum Average Annual Turnover of the bidder (For 3 Years)	22.87 Lakh (s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष / Years of Past Experience Required for same/similar service	7 Year (s)
इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है / Past Experience of Similar Services required	Yes
टर्नओवर पात्रता मानदंड / Turnover eligibility criteria	To be verified by the buyer at the time of technical evaluation
टर्नओवर के लिए एमएसई को छूट प्राप्त है / MSE Relaxation for Turnover	Yes Partial Turn over value - 19.44 (in lakhs)
टर्नओवर के लिए स्टार्टअप को छूट प्राप्त है / Startup Relaxation for Turnover	Yes Partial Turn over value - 19.44 (in lakhs)

बिड विवरण/Bid Details	
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),Additional Doc 1 (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 दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	No
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	3
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	10
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	1
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	Yes
रिवर्स नीलामी योग्यता नियम/RA Qualification Rule	H1-Highest Priced Bid Elimination
क्रेता के लिए उपलब्ध आईटीसी/ITC available to buyer	Yes
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 Days
अनुमानित निविदा मूल्य (सभी करों सहित) भारतीय रुपये में / Estimated Bid Value in INR (Inclusive of all taxes)	26988342.41
Payment Timelines	Payments shall be made to the Seller within 45 days of issue of service delivery acceptance certificate (SDAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC)
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation

ईएमडी विवरण/EMD Detail

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

ईपीबीजी विवरण /ePBG Detail

आवश्यकता/Required	No
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(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित कैटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने है। एमएसई कैटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।/EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.

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

(c). ईएमडी और संपादन जमानत राशि लाभार्थी के पक्ष में होनी चाहिए। / Earnest Money Deposit (EMD) shall also be accepted by the buyer in the form of a surety bond.

लाभार्थी /Beneficiary :

Bhilai

Steel Authority of India Limited, Bhilai Steel Plant, Ministry of Steel, Chhatissgarh-490001

(Sail Bhilai Steel Plant)

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

एमआईआई अनुपालन/MII Compliance

एमआईआई अनुपालन/MII Compliance	Yes
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ट्रेड्स भुगतान संबंधी विवरण/TReDS Payment Details

This Bid provides for Trade Receivables Discounting System (TReDS) as Preferred mode of payment. For MSME sellers, payments may be processed through a TReDS exchange in which the Buyer is registered, subject to applicable policy and regulatory guidelines. Accordingly, sellers intending to avail payment through TReDS are required to be registered with at least one TReDS exchange in which the buyer is registered.

1. 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.
2. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed from the the eligibility criteria of "Bidder Turnover" as defined above subject to their meeting of quality and technical specifications. If the bidder is DPIIT Registered 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. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
4. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU. Copies of relevant contracts / orders to be uploaded along with bid in

support of having provided services during each of the Financial year.

5. 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.

6. Past Experience of Similar Services: The bidder must have successfully executed/completed similar Services over the last three years i.e. the current financial year and the last three financial years(ending month of March prior to the bid opening): -

1. Three similar completed services costing not less than the amount equal to 40% (forty percent) of the estimated cost; or
2. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cost; or
3. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost.

7. 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):[1785747159.pdf](#)

Scope of Work:[1785830537.pdf](#)

Payment Terms:[1785830543.pdf](#)

Undertaking of Competent Authority is mandatory to create Custom Bid for Services. Please download standard format document and upload:[1785830549.pdf](#)

Custom Bid For Services - Supply Of Handling Equipment At Refractory Stores And Associated Stores (1)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	Supply of Handling Equipment at Refractory Stores and associated stores
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 Requirement
1	Ravi Kumar	490001,Room No. 302, 3rd Floor, Ispat Bhavan Bhilai Steel Plant Bhilai-490001	Project / Lumpsum Based	N/A

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

1. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

SPECIAL CONDITIONS OF CONTRACT:

SPECIAL TERMS & CONDITIONS OF CONTRACT

Standard Clauses of Special Condition of Contract

2.1 Scope of Work/ Technical Details:

The scope of work includes execution of day-to-day operations and comprehensive material handling activities at Refractory Stores and associated store locations. The contractor shall provide services for material handling, (Loading/Unloading/Stacking/shifting etc) of refractory materials and other consumables including supply of loading equipment's and other allied services / activities as instructed by the Operating Authority. The scope includes, but is not limited to, the following activities:

Additional Work

The scope of work is illustrative and may include any other jobs as directed by the Operating Authority.

2.1.1 Location of Job Refractory Stores and any other associated store as directed by the Operating Authority.

2.1.2 Resources/ Facilities to be provided by Contractor:

a) Supply of Handling Equipment Five numbers of Fowler minimum carrying capacity-3 Tons for Refractory Stores and Two numbers of Forklifts having capacity of 2T on Daily Hire Charges Basis.

b) Supply of above Material Handling Equipment's on 'daily Hire charges' basis, shall be as under.

A) Supply of 3 (Three) numbers of Fowler Crane/Hydromac, Minimum Carrying Capacity-3 Tons (Shed-6, 7, 8, 9 & 10, and vicinity of Refractory Stores sheds).

B) Supply of 2 (Two) numbers of Fowler Crane/Hydromac, Minimum Carrying Capacity-3 MT for Shed-1 and Shed-2, and vicinity of Refractory Stores sheds.

C) 2 (two) numbers of Forklifts capacity 2 Tons (one for Shed-6, 7, 8, 9 & 10 of Refractory Stores or wherever required by BSP & one for Shed-1 & 2 of Refractory Stores)

c) The contract shall be for supply of 5 (five) Nos. Fowlers and 2 (two) numbers of Forklift for the loading, unloading, transportation, shifting, of various type of refractory materials for BSP at various Stores/ Shops/ Plant/ Auxiliary areas of Bhilai Steel Plant.

d) The scope will also include maintenances and repair of Equipment including supply of spares, Diesel, Oil, and Lubricants, Spare Parts etc. required for the operation and maintenance of the equipment, at their own cost. The driver/operator and the laborers/ riggers for loading and unloading and the required appliances will also be provided by the contractor at his own cost. In order to ensure safety, the items like lifting tackles, slings (wire rope slings/web slings) etc. shall be provided by contractor.

e) The contractor or his representative shall report to operating authority or his representative, every day at the beginning of general shift and shall deploy the equipment for the job as directed by the operating authority or his representative.

f) In general, the work is to be done in General Shift from 9 AM to 5.30 PM eight hour working basis inclusive of half-an-hour lunch break (1.00 PM to 1.30 PM) excluding Sundays and Holidays. However, it may be required to deploy the equipment along with labour, beyond General shift hours including Sundays & Holidays, in which case payment shall be made at the rate of one-eighth of the #Daily Hire Charges# for every extra hour worked.

g) The Successful Bidder shall have to produce the documentary evidence of vehicles which he intends to deploy during the course of contract. viz. the Vehicle nos., the year of first registration and ownership so registered in the name of the bidder/partner and hired vehicle (if any).

The Fowler and Forklift being deployed in the contract should be Make/Model of year 2020 onwards. At the time of deployment, the documents will be checked by the Operating Authority in this respect then only it will be allowed. The L1 Bidder has to submit valid self-attested copy of following documents in support of ownership of vehicles/ hired vehicles, mentioned above:

(i) RTO Registration Book

(ii) Insurance and

iii) Fitment Certificate issued by RTO / Competent person under CG factory rule.

All formalities like road permits, license, load limit etc. required under the Motor Vehicles Act 1988 and Motor Vehicle Registration Rules, should be arranged by the contractor. The contractor should ensure that traffic rules are strictly observed.

2.1.3 Man Power : The Contractor shall deploy the skilled personnel to execute all loading and unloading operations. All deployment must strictly comply with prevailing safety norms and plant regulations at all times.

2.1.4 Other Resources/ Facilities to be provided by Contractor: Contractor shall provide all Safety Equipment applicable as per the Safety norms of contract.

a) The equipment shall have valid fitness and load tested by respective statutory Govt. authorities, at their rated load lifting and Carrying capacity.

b) In case the equipment is found unfit/ unsafe for operation, the same shall be rejected and the contractor has to provide substitute equipment within 24 hours. In case of failure to deploy the equipment's penalty shall be levied as per clause (2.6.2).

c) Any permanent change of equipment by the contractor during the pendency of the contract shall require the approval of GM I/c(MM-Stores) and load testing of the same shall be done.

2.2 MODE OF MEASUREMENT

Measurement of work shall be as per execution of EACH ("EACH" denotes shift of 8 hours) which means deployment of vehicles as mentioned in scope of work (2.1.2).

a) Service code 4009012615: HIRING OF FOWLER CRANE Minimum capacity 3 Tons.

b) Service code 4009012614: : HIRING OF FORK-LIFT Minimum capacity 2 Tons

2.3 CONTRACT DURATION - The contract shall be for a period of 03 years. Expected commence date is 01/10/2026.

2.3.1 Time period for Mobilization of Resources is 10 days. The same is over and above the contract duration.

If contractor fails to commence the job as per clause 2.3.1 for the reason attributable to contractor, then a penalty shall be imposed as follows:

Penalty per day for delay in commencement of work: 1.25 X Awarded rate/day.

All formalities such as equipment pass, photo passes of Supervisor(s), Rigger(s), or Labor(s) to be completed by the party prior to the commencement of the contract.

2.4 Order distribution :X= 01 (Single Party)

2.5 ELIGIBILITY CRITERIA:

2.5.1 Financial Criteria:

a. Average annual financial turnover during the last 03 years ending 31st March 2025, should be at least Rs.22.87 Lakhs (excluding GST).

b. For MSE & Startups: Average annual financial turnover during the last 03 years ending 31st March 2025, should be at least Rs. 19.44 Lakhs. (Excluding GST) (a relaxation of 15 % in financial turnover criteria are provided for MSEs who are eligible for preference and startups that are recognized by department for industry and internal trade (DPIIT)).

However, both MSE and startups shall have to meet eligibility conditions for quality and technical specifications/requirements.

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c. Documents Required

- Turnover Certificate / P&L Statement issued by a practicing Chartered Accountant (CA).
- Documents must include UDIN and CA Membership Number.
- Turnover shall be exclusive of GST and in the name of the participating bidder.

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2.5.2 Technical Eligibility:

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Experience Criteria:

Experience of having successfully completed or substantially completed similar work by the bidder during last seven (07) years ending last day of month previous to the one in which tender is issued should be either of the following:

- Three similar completed works each costing not less than the amount equal to

Rs. 30.50 Lacs (exclusive of GST). OR

- Two similar completed works each costing not less than the amount equal to

Rs. 38.12 Lacs (exclusive of GST). OR

- One similar completed works costing not less than the amount equal to

Rs. 60.99 Lacs (exclusive of GST).

2.5.3 Definition of Similar Work: Similar works means any

work order which includes Handling of Refractory/Stores materials

materials

OR

Loading & Transportation of Refractory/Stores materials OR

Supply/Hiring of Handling equipment such as Fowler/Hydromac/Forklift

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2.5.4 Documents required to fulfill the Technical Criteria

i) Experience should be from Central/State Govt. Organizations/PSUs/ Public Limited Companies /Joint Venture Company where at least one of the partners shall be Central or State Government Organization or PSU.

Following documents will be required for substantiating eligibility against the above criteria:

ii) Self-attested copies of Work orders.

iii) Self-attested copies of Completion Certificate (issued by the concerned work Executing Authority etc.) In fulfillment of criteria following to be noted:

(i) Substantially completed ongoing Work orders having duration of contract of more than one year may also be considered for technical evaluation under 'similar work' as per Eligibility criteria, if the party has completed at least one year of the period of work order and at least 50% of the work as per the work order. In such case already executed value shall be considered for evaluation.

(ii) In case work completion certificate is issued without value of completed work, RA bills paid or any other document(s) evidencing value of completed work may also be considered.

(iii) The Work Order and completion certificate / Paid Bills so submitted should be in the name of participating tenderer.

(iv) All work-orders having similar work where completion date falls within last 07 years ending last day of month previous to the one in which tenders are invited shall be considered for evaluation as per Eligibility criteria, irrespective of date of work-order.

2.6 PAYMENT, PENALTY & PRICE VARIATION CLAUSE:

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2.6.1 Payment Terms:

a) Payment shall be made by BSP 100% against the RA Bill after making applicable deduction if any. The contractor shall obtain IR clearance of Running Bill for payment.

The contractor has to submit Bills to Operating Authority.

b) Contractor will submit bills along-with proof of deposit of PF contribution on monthly basis to Operating Authority for processing of payment.

c) 1st R.A. Bill shall be paid only after submission of documents towards signing of Contract Agreement and Instruction to Bidders & compliance to labor Laws/conditions (if applicable) and clearance from IR-CLC.

d) Subsequent Bills shall be submitted on monthly basis by the contractors after verification by the Operating Authority, for the quantity and volume of work executed and recorded in the Measurement Book. Bills of work executed by the contractor shall be jointly signed by the Operating Authority or his authorized representative and the contractor.

e) While forwarding the running bills to Finance for payment, OA shall ensure Service Entry sheet against job executed shall be prepared subject to IR Clearance for last billed month.

2.6.2 PENALTY: -

2.6.2.1 Penalty related to Performance: Activity / Service Code.

(a) For non-supply of equipment as requisitioned, penalty shall be levied as given below:

Penalty (Rs.) = (No./s of Equipment/Vehicle not supplied) X 1.25 x Awarded rates of Vehicle /Equipment per day for respective service code.

(b) If the equipment report late, penalty shall be levied as indicated below:

Penalty (Rs.) = (No./s of Equipment/Vehicle not supplied) X 1.25 x Awarded rates of Vehicle /Equipment p

er Hour for respective service code.

2.6.2.2 Penalty related to Safety violations:

a) Non-compliance to job-specific safety conditions shall attract a deduction of Rs 1000/- per instance. The same shall be over and above the deductions/penalty appearing in Safety Annexure Standard Terms and conditions.

Note: In case of accident or injury or damage by the contractor's vehicle equipment or staff to any property/ employee of the plant, financial responsibility to compensate the plant will be borne solely by the Contractor and this amount may, at the discretion of the competent authority of Bhilai Steel Plant, be recovered from the bills or security deposit or other deposit of the contractor.

2.6.3 PRICE VARIATION CLAUSE (PVC): -

a) In case of change in High Speed Diesel (HSD) rates, PVC for escalation/de-escalation will be applicable as per formula given below:

$$PV = R \times (D1/100) \times ((D - D0)/D0)$$

Where:

PV= Amount of Adjustment in Contract rate
D1=30(Thirty) towards HSD component
R= Contract rate as on base date

D0= HSD Price per liter on base date at Bhilai.

D=Revised Prevailing Market Rate of HSD at Bhilai on first day of month.

New Rate =R+PV

b) Any escalation/de-escalation on account of #DIESEL PRICE# during the contract period shall be considered as per approved formula worked out above on monthly basis. The price of DIESEL on the first day of the month will be taken firm for the remaining period of the month.

c) Base date of calculation of escalation / de-escalation on account of HSD price shall be last date of submission of tender including extended date of submission of tender where the case is finalized by opening manual price bids or the date of Reverse Auction (RA) in case price discovery shall be done through RA.

d) If the original awarded quantity is not executed within the schedule period of contract, then the balance quantity has to be executed during the extended period. However, escalation in the HSD price for such extended period shall not be allowed, if the extension is for the reasons not attributed to SAIL, BSP. In any case, de-escalation/reduction in the HSD prices shall have to be passed on to SAIL, BSP.

2.7 LD CLAUSE: As per General Conditions of Contract for Procurement of Services (SAIL- S1)

2.8 OPERATING AUTHORITY: AGM (Refractory Stores) will be the Operating Authority for the subject contract. The tenderers are advised to contact the above officer to have knowledge of the nature of work, loads involved, type of materials to be handled, area/site of work etc. before quoting their rates .

2.9 : DEDUCTIONS / DEPOSITS / REIMBURSEMENT:

2.9.1 : Security Deposit (SD): Security Deposit @ 3% of contract value (Exclusive of GST) shall be submitted by contractor. Payment for executed portion of order/contract shall be commenced only on submission of requisite SD.

2.9.2 : TAXES AND DUTIES as per New Annexure-TD..

3.0 Other Conditions:

a) The responsibility of payment of all Taxes under relevant statutes and updating the validity of Registration certificates, with respect to

the equipment deployed, from the Regional Transport Authorities shall remain with the contractor. Similarly, payment of wages to the driver/riggers/helpers shall Be the sole responsibility of the contractor.

b) The Operating Authority shall have the right to inspect the tax documents and the registration certificates with respect to renewal / validity from time to time.

c) Bhilai Steel Plant shall have the right to deduct from any available money of the contractor for payment to The Regional Transport Authorities, if the contractor fails to abide by the provision of the law related to Registration and / or payment of Taxes for the equipment or if any fine or penalty is imposed on the Plant by The said authorities due to contractor's non-compliance, to the demand for payment under the relevant Statutes. In addition to this any Loss to BSP property by improper handling of Equipment by party shall be recovered by BSP from running bill account.

d) Equipment Timing Vouchers will be prepared showing the timing for each equipment is made available by the contractor each day, in quadruplicate two copies of which will be given to the contractor or his authorized representative. The contractor will submit his bills to the respective Operating Officer to whom the equipment's are allotted, supported by the original copy of the Daily Equipment Timing Voucher. The Daily Equipment Timing Voucher will bear the signature of the contractor (or his authorized representative) and the Operating Officer concerned (or his representative).

e) Any sum of money due and payable to the contractor (including the security deposit returnable to the contractor) under this contract may be appropriated by the Company or Government or such other person or persons for the payment of a sum of money arising out of or under any other contract made by the contractor with the company or Government or such person or persons.

f) Tender for the above equipment will be processed on overall L-1 basis, i.e. taking the charges for all equipments together, for overall L-1 basis.

g) The contractor shall keep BSP indemnified against claims, actions, proceedings brought or instituted against BSP by any of their employees or any third contractor in connection with / relating to or arising out of the performance of services under the agreement.

3.1 JOB SPECIFIC SAFETY CONDITION

a) The contractor shall strictly abide by the Safety Rules and Regulations laid down by Bhilai Steel Plant and any violation/deviation from this will render the contractor liable for action against them. The contractor shall ensure availability in good condition and usage of all necessary personal safety Equipment/ appliances as necessary according to nature of work and as may be considered adequate by the OA/OA representative. The contractor shall adhere to Safety Conditions as given at Annexure-SC and SCA.

(b) The contractor shall adhere to the entire safety norms for safe plying of vehicle and equipment Inside the plant and outside. Before starting the day's job, the contractor shall also ensure that the Safety briefi

ng is done to his workers by himself or his supervision who has been imparted safety induction earlier and also maintain records to this effect. Contractor shall also ensure the presence of supervisor at Site during the execution of the job.

(c) The contractor shall also ensure that the safety PPEs like safety boots, helmets, hand gloves etc. are provided to all the workers/ labors, employed by them in this contract and that they are using the same while on the job.

2. Buyer Added Bid Specific ATC

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

अस्वीकरण/Disclaimer

The Additional Terms and Conditions (ATC) have been incorporated by the Buyer after approval of their Competent Authority. The Buyer, is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any restriction arising in the bidding process due to these ATCs and including the modification of technical specifications and / or terms and conditions governing the bid. All representations / grievances pertaining to the ATC clauses shall be raised with the buyer organization directly and not with GeM. If any of the clause(s) is/are incorporated by the Buyer regarding the following, the bid & resultant contract shall be treated as null & void. Further, GeM reserves the right, at its sole discretion, to cancel the bid forthwith, without issuance of any prior notice or intimation :-

1. Publishing Custom / BOQ bids for items for which regular GeM categories are available (unless such Custom / BOQ item is bunched with the major regular product Category Item).
2. Mandating procurement of / from specific Brand / Make / Model / Manufacturer / Dealer except in case of Single Bid / Proprietary Article Certificate (PAC) Buying.
3. Inclusion of disqualification criteria related to suspension of seller / service provider, where such suspension period has already expired.
4. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
5. Publishing bids on GeM for procurement of works.
6. Procurement of Goods by creating a Service bid on GeM & vice-versa.
7. Seeking sample with bid or approval of samples during bid evaluation process. However, trial / sample, as the case may be, shall be permitted in cases where trial / sample are allowed as per approved and published procurement policy of the Buyers' controlling Ministry / Department / State / Public Sector Enterprises Headquarters. If there is any violation of trial / sample clause with regard to approved policy of the Buyers' Ministry / Department / State / Public Sector Enterprises Headquarters, then this is to be determined and redressed by the concerned Buyer Organisation only.
8. Seeking experience from specific organization / department / institute only or from foreign / export experience.
9. Creating bid for items from incorrect categories.
10. Reference of conditions published on any external site or reference to external documents/clauses.
11. Asking for any Tender fee / Bid Participation fee, as the case may be.
12. Buyer added ATC Clauses which are in contravention of clauses defined in bid detail section, including specifications, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by the applicable GeM GTC.
13. 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 a Random Algorithm executed by GeM system.
14. 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 catalogues 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. 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.

This Bid is governed by the General Terms and Conditions, conditions stipulated in Bid and Service Level Agreement specific to the Service, as the case may be, as provided in the Marketplace.

However, in case of Service, if any condition specified in General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement specific to said Service, then it will over-ride the conditions in the General Terms and Conditions.

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 over ride 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 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 कार्यवाई 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---