

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	18-08-2026 13:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	18-08-2026 13:30:00
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
शिकायत निवारण के संपर्क विवरण/ Contact details of Grievance redressal	HOD Email id :mkkulkarni@sail.in Buyer Email id: rahularora@sail.in
कुल मात्रा/Total Quantity	240
वस्तु श्रेणी /Item Category	GATE VALVE CI 100 MM
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	gate valve CI 100 mm
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Knife Edge Gate Valve, Copper Alloy Gate Valve For Waterworks Purpose (V2) Conforming to IS 778, Gun Metal Gate Valves - BHEL, Foot Steps For Hospital/Clinic and Domestic Purposes, PT 100 DUPLEX RTD (Air Circuit) (BHEL), Sluice Valve For Water Works Purposes (50 To 1200 Mm Size) (V2) As Per Is 14846, Polyethylene Pipes for Water Supply conforming to IS 4984, 245 kV SF6 Circuit Breaker Conforming To IS/IEC 62271 (Part 100), Wooden Lab Stools, 72.5 kV SF6 Circuit Breaker Conforming To IS/IEC 62271 (Part 100) (V2)
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	Knife Edge Gate Valve
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

बिड विवरण/Bid Details	
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	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 दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेन् है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	No
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	3
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	5
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	1
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	Yes
रिवर्स नीलामी योग्यता नियम/RA Qualification Rule	H1-Highest Priced Bid Elimination
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 Days
निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
Payment Timelines	Payments shall be made to the Seller within 45 days of issue of consignee receipt-cum-acceptance certificate (CRAC) 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
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

आवश्यकता/Required	No
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ईपीबीजी विवरण /ePBG Detail

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

एमआईआई खरीद वरीयता / MII Purchase Preference

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

एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं/सेवा प्रदाता को खरीद में प्राथमिकता, यदि उनका मूल्य $L1+X\%$ / Purchase Preference to MSE OEMs/ Service Provider available upto price within $L1+X\%$	15
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माता/सेवा प्रदाता को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Percentage of Bid quantity/amount for MSE OEMs/ Service Provider Purchase preference	25

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. 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-PPE 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 and its subsequent Orders/Notifications issued by concerned Ministry. Benefits of MSE will be allowed only if seller/service provider is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

2. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs having valid Udyam Certificate 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. In respect of bid for Services, the bidder must be the Service provider of the offered Service. 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. 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 in case of product bids, whereas in case of services the eligibility is automatically validated. If L-1 is not an MSE and MSE Seller (s) has 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.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:

- 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

GATE VALVE CI 100 MM (240 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	Download
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प्रेषिती/रिपोर्टिंग अधिकारी तथा मात्रा/Consignees/Reporting Officer and Quantity

क्र.सं./S.No.	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	240	120

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

Indent Description: CI GATE VALVES SIZE 100MM.

No of item: 1

Item Detail:

Item No	Item Code and Short Description	Full Description	Item Quantity (EA)	Delivery
3	71406000300046 VALVE,GATE,CI,100MM	GATE VALVE MATERIAL,BODY : CAST IRON SIZE : 100MM WITH BOLTED BONNET,OUTSIDE SCREW & YOKE TYPE RISING SPINDLE, SHORT BODY, FLANGED ENDS WITH RAISING FACES, NOMINAL PRESSURE : PN 1.0 (10 KG./SQ.CM.). BODY BONNET,WEDGE & GLAND - GREY C.I. TO IS:210FG 200, BODY & WEDGE SEAT RINGS - SS, YOKE SLEEVE / BUSH - IS 318 LTB-2, GASKET-CAF. DIMENSIONS, PRESSURE RATING & OTHER MATERIAL SPECIFICATIONS AS PER IS:14846:2000, FOLLOWING INFORMATION SHALL BE CAST ON VALVE BODY IN RAISED LETTER : [(I) TO (III)] : (I) MANUFACTURERS NAME / TRADE MARK, (II) NOMINAL PRESSURE : I.E. PN 1.0, (III) SIZE OF VALVE IN MM (IV) HEAT NUMBER & YEAR OF MANUFACTURE - MARKED, (V) SR NO. PUNCHED ON TOP OF FLANGES. MTC REQUIRED.	240.00	90

Inspection / Testing / QAP:

VISUAL INSPECTION.IDENTIFICATION OF ITEM BY MAKE/TYPE/CAT.NO./PART NO.TC
AS PER SPECS AND IS AS SPECIFIED.GC AS PER BSP NORMS.ANY OTHER AS PER PC
NOTE.

- **Offer(s) from following OEMs or their AUTHORIZED DEALERs/CHANNEL PARTNERs for his specific GeM bid shall only be considered for further processing:**

- Ø M/S Trillium Flow Technologies India Prvt. Ltd.
- Ø M/s Calsens Private Ltd.,
- Ø M/s G.M. Dalui & Sons,
- Ø M/s H. Sarker & Co.,
- Ø M/s Hawa Engineers Ltd.,
- Ø M/s Kirloskar Brothers,
- Ø M/s Leader Valves Ltd.,
- Ø M/s Venus pump & Engg. Works.,
- Ø M/s Neta Valves Pvt. Ltd.
- Ø M/s Fluidtech Equipment Pvt. Ltd.
- Ø M/s Crawley & Ray
- Ø M/s Chemtech Industrial Valves Pvt. Ltd.
- Ø M/s Ramesh & Shanti Engg. Works
- Ø M/s Ronex Engg. Company
- Ø M/s Micon Valves (I) Pvt.Ltd.
- Ø M/s Mc Mira & Co.
- Ø M/s Cesare Bonetti (I) Pvt. Ltd.
- Ø M/s Protech valves Pvt. Ltd
- Ø M/s Upadhyaya Valve Manuf. Pvt. Ltd
- Ø M/s K.P. Mondal & Sons
- Ø M/s Sant Valves Pvt. Ltd.
- Ø M/s Mehta Nanavati & Co.

ADDITIONAL TERMS & CONDITIONS:

- Submission of offer against the current tender, will construe that vendors have understood and complied with the statutory provisions applicable for the CPSE's which inter-alia includes Make In India, MSE, Land Border , Start Up India etc. as per extant guidelines of GOI.
- Payment Terms: Only 100% against GRN.
- It may be noted that all post order activities (that is regularizing SAP order with individual BOM, material receipts & GRN, Bill processing and any other post order activity) shall be done outside GeM over SAIL BSP's SAP.
- Evaluation: Evaluation shall be based on documents/ credentials submitted by the bidder along with the offer. However, BSP reserves the right to take acceptance and rejection decision or to seek clarification from the vendors.
- Bidder has to indicate the applicable GST rate in their offer.
- Delivery Price Basis: FOR Consignee Stores, Consignee Location (all-

inclusive of transportation, insurance, taxes etc. as applicable).

- Prices shall remain firm till the completion of order where PVC clause is not applicable.
 - Offer to be submitted through www.gem.gov.in.
 - Vendors are requested to declare the % of Local Content in their offer as per provisions of Order No P-45021/2/2017-PP(BE-II) dated 16.09.2020 and subsequent amendments / clarifications thereof.
 - Bidders shall be required to submit an undertaking regarding authenticity of documents submitted in the tender. The format to submit declaration is attached herewith.
 - 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.
 - 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.
 - Notification by Supplier -In case of inspection at the Supplier's premises, notice in writing shall be sent by the Supplier, sufficiently 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.
 - 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.
 - GC/WC Clause: The materials supplied are as per Purchase Order specification and 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 satisfaction of the Buyer.
- a) Material shall be supplied in OEM's Original Packing only.
- By submitting this bid, against this tender, Vendor has accepted and confirmed to following declarations: -
 - v I/We hereby declare that material offered is strictly as per the item description mentioned in this GeM Bid attachment of Buyer Technical Custom Specification, and all conditions mentioned therein with

h respect to acceptance tolerance with penalty clause, packing & markings, checking & inspection, delivery basis, weighment, dispatch documents, performance security etc. are completely accepted in totality.

v 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 Bhilai Steel Plant

v 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

v 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.

v Representation of Single/Multiple firms by authorized person: I/we declare that I/We are not representing any other firms participating in the tender. If yes, the details thereon to be provided.

v 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 Bhilai Steel Plant/any of the Directors of SAIL including its subsidiaries. The details thereon to be provided in case relationship exists..

v Minimum Local Content, as 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.

v Conflict of Interest in case, 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.

v Anti-Bribery Management System declaration (ABMS) : 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 then and after and if I/We notice any such incident happening, I/We shall report to AIL Vigilance.

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

v I/We undertake that we have read, understood and accepted the General Terms and Conditions of Contract of Purchase (SAIL-P1) 2023 shall be binding on us in addition to other terms and conditions mentioned in the tender document. General Terms and Conditions of Contracts for Purchase (SAIL- P1) (October 2023) which can be viewed/ downloaded from <https://sailtender.co.in/> à Information à Standard Documents à General Terms and Conditions of Contracts for Purchase (SAIL- P1).

ANNEXURE - II

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 an irrevocable warrant that in relation to the aforesaid tender, our bid was developed genuinely,

dependently 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 /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,

Place_____ .

1. 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 and 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.

2. 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.

the Contract) terminate the Contract.

3. 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

all 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.

4. 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: -

Sl No. Name of the firm

1.

2.

(Strike-off the portion which is not applicable)

5. 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: -

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 any of my/our relative(s) as defined above, join/joins the Plant/Unit concerned or join

ns as Director of SAIL including its subsidiaries at any time subsequent to the award and during continuance of the contract.

6. ANTI BRIBERY MANAGEMENT SYSTEM (ABMS) DECLARATION:

I/We undertake that we shall not give or take any financial or non- financial bribe, 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.

7. 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.

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

11. I/We undertake that we have read, 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

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.

[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 भा 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 सध प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इस 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 failure to do so will be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---धन्यवाद/Thank You---