बिड संख्या/Bid Number: GEM/2026/B/8209302
दिनांक /Dated: 28-10-2026

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	12-11-2026 11:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	13-11-2026 11:00:00
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	Rourkela Steel Plant
कार्यालय का नाम/Office Name	Materials Management Purchase
शिकायत निवारण के संपर्क विवरण/ Contact details of Grievance redressal	HOD Email id :hod1.sail.rourkela@gembuyer.in Buyer Email id: sibnath.bera1@mjunction.in
कुल मात्रा/Total Quantity	8
वस्तु श्रेणी /Item Category	ITEM 10 50410001150424 CONTACTOR, POWER, 400A, 3P, MM: MNX 400
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	CONTACTOR,POWER,400A,3P,MM:MNX 400
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	CONTACTOR RELAY, XLPE Cable for Working Voltage up to and Including 1.1 KV Marked To IS 7098 (Part 1), Vacuum Contactor Conforming To IS/IEC 60470, Absorbent Cotton (Sterile and Non-Sterile) for Medical Use Conforming to IS 16468, Air Break Contactors, Entry and Mid Level Desktop Computer, Anti TB Drugs - Moxifloxacin 400 mg Tablets, Household Insecticides (V2), DC Motor Armature Reversing Contactor-BHEL, High End Desktop Computer
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	• Air Break Contactors
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	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 दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	No
बिड 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	3
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
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 **30** 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

ईपीबीजी विवरण /ePBG Detail

आवश्यकता/Required	No

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

एमआईआई खरीद वरीयता/MII Purchase Preference

एमआईआई खरीद वरीयता/MII Purchase Preference	No

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. **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 / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 25% (selected by Buyer) percentage of total quantity. The buyers are advised to refer the OM_No.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.

2. 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.

ITEM 10 50410001150424 CONTACTOR, POWER, 400A, 3P, MM: MNX 400 (8 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.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Pramod Kumar Biswal	769011,Office of GM I/c Stores & Inspection, Rourkela Steel Plant, Rourkela	8	180

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

1. **Generic**

   OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity up to 25% of the contracted quantity during the currency of the contract at the contracted rates. The delivery period of quantity shall commence from the last date of original delivery order and in cases where option clause is exercised during the extended delivery period the additional time shall commence from the last date of extended delivery period. The additional delivery time shall be (Increased quantity ÷ Original quantity) × Original delivery period (in days), subject to minimum of 30 days. If the original delivery period is less than 30 days, the additional time equals the original delivery period. The Purchaser may extend this calculated delivery duration up to the original delivery period while exercising the option clause. Bidders must comply with these terms.

2. **Generic**

   Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.

3. **Generic**

   Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.

4. **Generic**

   While generating invoice in GeM portal, the seller must upload scanned copy of GST invoice and the screenshot of GST portal confirming payment of GST.

5. **Buyer Added Bid Specific ATC**

   Buyer Added text based ATC clauses

   ELIGIBILITY CRITERIA->

   The bids submitted by sellers to whom LTE has been issued shall only be considered for evaluation. Bids from other sellers shall be treated as unsolicited bids in instant procurement case and will not be considered.

   However, bids submitted by authorized dealers of the invited manufacturers shall be considered, provided they submit a valid authorization letter from the respective manufacturer who has been specifically invited against this bid. The authorization letter must clearly confirm the dealer’s authority to bid on behalf of the manufacturer for this tender.

   However firm(s) interested to be registered as a seller to SAIL, should fill the vendor registration form hosted on the SAIL Tenders website (www.sailtenders.co.in) and complete the due process of registration with SAIL Plants/units. The standard registration process of SAIL-RSP shall then be followed to assess and register eligible suppliers.

   This information is provided solely to explore the possibility of expanding the vendor base, where required, and should not be construed as a purchase enquiry. Future purchase enquiries may be issued to such suppliers if they are successfully registered.

REQUIREMENT DESCRIPTION->

AIR BREAK CONTACTOR 400A

SPECIAL TERMS & CONDITIONS->

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1) SUPPLIER'S MONOGRAM MUST BE VISIBLY STAMPED/EMBOSSED ON THE ITEM.
2) COMPLETE SPECIFICATION TO BE MENTIONED IN THE QUOTATION ALONG WITH MAKE AND MODEL.
3) THE MAKE/MODEL MENTIONED IN THE UCS CODE IS ONLY INDICATIVE ACCEPTABLE MAKES : LAURITZ KNUDSEN ELECTRICAL & AUTOMATION, ROCKWELL AUTOMATION-ALLEN BRADLEY, SIEMENS, ABB
4) MANUFACTURER'S TEST CERTIFICATE TO BE SUBMITTED DURING DELIVERY OF THE ITEMS.
5) GUARANTEE CERTIFICATE TO BE SUBMITTED DURING SUPPLY OF THE ITEMS.

DELIVERY REQUIREMENT

DELIVERY AT RSP STORES WITHIN 6 MONTHS OF ORDER PLACEMENT.

GUARANTEE CLAUSE->

MATERIALS TO BE GUARANTEED FOR A MINIMUM PERIOD OF 12 MONTHS FROM USE OR 18 MONTHS AFTER SUPPLY WHICHEVER IS EARLIER.

PRICE VARIATION CLAUSE ->

FIRM TILL DELIVERY

PACKAGING CLAUSE->

SUITABLE PACKING TO AVOID DAMAGE DURING TRANSIT AND MULTIPLE HANDLING.

ORDER NO. AND ITEM NO. TO BE TAGGED/MENTIONED IN OUTER PACKING LOT.

INSPECTION AGENCY->

JOINT INSPECTION BY MM INSPECTION (RSP) AND REPRESENTATIVE OF I/O

UPON RECEIPT OF MATERIAL AT RSP STORES.

INSPECTION TERM->

_____

INSPECTION AS PER ITEM SPECIFICATION AND PO TERMS.

PLACE OF INSPECTION->

_____

AT RSP STORES UPON RECEIPT OF MATERIAL

**** FIRM TO NOTE THE FOLLOWING:**

1) AUTHORIZED AND COMPETENT PERSON OF THE FIRM SHOULD PUT THEIR SEAL AND SIGNATURE ON FORMAT FOR BID DECLARATION IN LIEU OF EMD ,FILLED COMMERCIAL DATA SHEET,SELF CERTIFIED DOCUMENT FOR MAKE IN INDIA

COMPONENT (AS PER ANNEXURE A(i)GIVEN IN BID) IS TO BE SUBMITTED WITH THE BID .

2) GUIDELINES ON BANNING OF BUSINESS DEALINGS WITH SAIL IS AVAILABLE ON SAIL TENDER WEBSITE https://sailtenders.co.in AND IS APPLICABLE FOR THIS BID.

3) RPN CLAUSE: SUBJECT TO THE TERMS AND CONDITIONS OF THE GEM CONTRACT, IF THE SUPPLIER NEGLECTS OR FAILS TO PERFORM THE CONTRACT BY THE TIME OR TIMES AGREED UPON, FOR ANY REASON OTHER THAN FORCE MAJEURE, THE PURCHASER AFTER HAVING COME TO KNOW OF SUCH NEGLIGENCE OR NONPERFORMANCE, AFTER GIVING 14 TO 30 DAYS' NOTICE TO THE SELLER TO RECTIFY OR SUCH ANY EXTENDED PERIOD THAT THE SELLER AND PURCHASER MAY ACTION FOR SUPPLY OF SIMILAR MATERIALS, MITIGATING ANY LOSSES, AT THE RISK AND COST OF THE SUPPLIER AS FAR AS THE UNDELIVERED QUANTITY IN THAT DELIVERY PERIOD IS CONCERNED. THE RIGHT OF THE PURCHASER FOR RISK PURCHASE ACTION IS IN ADDITION TO THE RIGHT OF PURCHASER TO TERMINATE THE CO NTRACT DUE TO THE FAULT OF THE SUPPLIER. THE PRICE DIFFERENTIAL IN CASE OF HIGHER COST TO RSP SAIL, IF ANY, SHALL HAVE TO BE BORNE BY THE DEFAULTING SUPPLIER. RSP RESERVES THE RIGHT TO RECOVER THE PRICE DIFFERENTIAL FROM PENDING BILLS OF THE SUPPLIER IN OTHER SAIL UNITS. MOREOVER THE DEFAULTING SUPPLIER SHALL HAVE NO CLAIM OVER THE QUANTITY, WHICH THEY FAILED TO SUPPLY.

4) LATEST UDYAM REGISTRATION CERTIFICATE TO BE ATTACHED FOR MSE PREFERENCE & FOR MII THE FIRM MUST ATTACH SELF DECLARATION REGARDING THEIR STATUS AS CLASS 1/CLASS 2 SUPPLIER . PERCENTAGE OF LOCAL CONTENT OF THE TENDERED MATERIAL AND PLACE WHERE VALUE ADDITION IS BEING MADE TO BE MENTIONED IN THE MAKE IN INDIA DECLARATION DOCUMENT AND DECLARATION OF MII SHOULD BE FROM MANUFACTURER.

5) BIDDERS ARE NOT REQUIRED TO UPLOAD SIGNED COPY OF THE BID AGAIN. ONLY RELEVANT DOCUMENT(S) ARE TO BE UPLOADED FOR TECHNICAL AND COMMERCIAL SCRUTINY. SUBMISSION OF ADDITIONAL DOCUMENTS BEYOND THE REQUIREMENT, SHALL NOT BE TAKEN COGNIZANCE OF.

6) THE TAX INVOICE (S) SHOULD MANDATORILY CONTAIN THE GSTIN OF THE CONSIGNEE AND RSP BACK UP PO NUMBER FOR REFERENCE.

7) SUPPLIER SHALL ENSURE THAT THE INVOICE IS RAISED IN THE NAME OF

CONSIGNEE WITH GSTIN OF CONSIGNEE ONLY.

8) BIDDER'S OFFER IS LIABLE TO BE REJECTED IF THEY DON'T UPLOAD ANY OF THE CERTIFICATES / DOCUMENTS SOUGHT IN THE BID DOCUMENT, ATC AND CORRIGENDUM IF ANY.

9)WHILE GENERATING INVOICE IN GEM PORTAL, THE SELLER MUST UPLOAD SCANNED COPY OF GST INVOICE AND THE SCREENSHOT OF GST PORTAL CONFIRMING PAYMENT OF GST.

10) NOTWITHSTANDING THE INDICATION OF "NUMBER OF SOURCES" IN THE BIDDING DOCUMENT, ORDER ALLOCATION SHALL BE GOVERNED BY THE APPLICABLE GOVERNMENT OF INDIA PURCHASE PREFERENCE POLICIES (MSE & MII) AND THE INTERNAL ALLOCATION GUIDELINES OF RSP, AS AMENDED FROM TIME TO TIME. BIDDERS ARE ADVISED TO NOTE THAT THE INDICATION OF SOURCES DOES NOT OVERRIDE THESE MANDATORY PROVISIONS, WHICH SHALL PREVAIL AT THE TIME OF FINAL ORDER PLACEMENT .

GUIDELINES RELATED TO SCRUITINY OF SUBMITTED DOCUMENTS

Each tender enquiry which stipulates eligibility conditions and corresponding supporting documents, shall also incorporate a standard clause as below:

i) SAIL reserves the right to verify any supporting document(s) submitted by a participating tenderer/bidder from its source (document issuing authority).

ii) In the interest of expeditious completion of verification, a participating tenderer / bidder shall provide a list of each supporting document on its letter-head as per "Annexure-S", along with the contact details (postal address, email address, landline / mobile number) of the issuing authority of each supporting document for verification.

iii) Non-verification of any supporting document or information, at the sole discretion of SAIL, does not absolve the tenderer / bidder of its absolute responsibility to provide only genuine document(s) in support of eligibility conditions.

iv) In case a supporting document or information is found to be fake/forged/tampered/ non-genuine at any stage during tendering process & even after placement of Purchase Order / Work Order, the tenderer/bidder is liable for punitive actions as per extant guidelines of SAIL.

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 (even after opening of price bid), the quotation/ tender submitted by such tenderer is liable for rejection

BIDDERS TO NOTE:

1. DECLARATION BY BIDDER(s):

By participation in this tender the Bidder / Bidder is deemed to have solemnly affirmed / certified / declared / warranted / undertaken / understood the following:

I. Non-collusion:

II. That their bid was developed genuinely, independently and made with the intention to accept the Contract if awarded;

III. That their bid was not prepared with any agreement, arrangement, communication, understanding, promise of undertaking with any person (including any other bidder or competitor) regarding:

a. prices;

b. methods, factors or formulas used to calculate prices;

c. an intention or decision to submit a bid;

d. an intention or decision to withdraw a bid;

e. the submission of bid that does not conform with the requirements of the tender;

f. the quality, quantity, specifications or delivery particulars of the products or services to which this tender relates;and

g. the terms of the bid

IV. That they will not, prior to the award of the Contract, enter into or engage in any of the foregoing.

Note:

This para is not applicable to Agreements, arrangements, communications, understandings, promises or undertakings with:

a. the Plants/ Units, Steel Authority of India Limited

b. a joint venture partner, where joint venture agreements, arrangements, relevant to the bid exist and which are notified to Steel Authority of India Limited;

c. consultants or sub-contractors, provided that the communications are

held in strict confidence and limited to the information required to facilitate that particular consultancy arrangement or sub-contract;
d. professional advisers, provided that the communications are held in strict confidence and limited to the information required for the adviser to render their professional advice in relation to the Tender;
e. insurers or brokers for the purpose of obtaining an insurance quote, provided that the communications are held in strict confidence and limited to the information required to facilitate that particular insurance arrangement; and
f. Banks for the purpose of obtaining financing for the contract, provided that the communications are held in strict confidence and limited to the information required to facilitate that financing.
2.UNDERTAKING FOR NON-COLLUSIVE TENDERING:

I/We undertake and warrant that our bid was not prepared with any agreement, arrangement, communication, understanding, promiseof undertaking with any person (including any other bidder or competitor) regarding i)prices; ii) methods, factors or formulas used to calculate prices; iii)an intention or decision to submit a bid; iv)an intention or decision to withdraw a bid; v)the submission of bid that does not conform with the requirements of the tender; vi)the quality, quantity, specifications or delivery particulars of the products or services to which this tender relates; and vii) the terms of the bid, and we also undertake that we will not, prior to the award of the Contract, enter into or engage in any of the foregoing.

3. SUB-CONTRACTING, WHEREVER APPLICABLE:

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

4. AUTHENTICITY OF DOCUMENTS SUBMITTED FOR BID EVALUATION:

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

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

5. ANTI BRIBERY MANAGEMENT SYSTEM (ABMS) DECLARATION:

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

6. 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.

7. 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.

8. 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.

9. 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.

10. In case documents furnished by a bidder are found to be fake/forged/tampered/non-genuine, action shall be taken as per extant guidelines of SAIL.

11. In the case of a tender where price is discovered but order is yet to be placed and documents of the lowest bidder (L-1) are found fake/forged/tampered/non-genuine, the firm should be suspended and the bid of such suspended firm shall be ignored. The next lowest firm shall be considered as L-1 and in such case documents of new L1 firm should be verified and it would be prudent to negotiate with the new L1 firm.

12. Deviations to the above guidelines should be rare. In exceptional cases, deviations may be permitted with recorded reasons and specific approval of Director / Director in Charge / Head of Unit of the respective Plant / Unit. The case wise deviations approved shall be communicated to CMMG.

13. These guidelines shall supersede all the existing guidelines and may be reviewed by CMMG from time to time. Modifications, if any, to these guidelines shall be effected by CMMG with the approval of the Competent Authority.

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6. **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 (other than EMD and signed Integrity Pact - which can be submitted within 5 days of bid opening) 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 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---