

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	01-06-2024 16:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	01-06-2024 16:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	60 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Steel
Department Name/विभाग का नाम	Steel Authority Of India Limited
Organisation Name/संगठन का नाम	Rourkela Steel Plant
Office Name/कार्यालय का नाम	Materials Management Purchase
Total Quantity/कुल मात्रा	10000
Item Category/मद केटेगरी	OREFLOW-450
MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट	No
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Certificate (Requested in ATC), OEM Authorization Certificate *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
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	Yes
RA Qualification Rule	H1-Highest Priced Bid Elimination
ITC available to buyer/क्रेता के लिए उपलब्ध आईटीसी	Yes
Type of Bid/बिड का प्रकार	Two Packet Bid
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days
Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation

EMD Detail/ईएमडी विवरण

Required/आवश्यकता	No
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ePBG Detail/ईपीबीजी विवरण

Required/आवश्यकता	No
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Splitting/विभाजन

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

MII Purchase Preference/एमआईआई खरीद वरीयता

MII Purchase Preference/एमआईआई खरीद वरीयता	No
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Details of the Competent Authority for MII

Name of Competent Authority	Anil Kumar
Designation of Competent Authority	CGM
Office / Department / Division of Competent Authority	MM
CA Approval Number	2447000002/01
Competent Authority Approval Date	21-05-2024
Brief Description of the Approval Granted by Competent Authority	Being a proprietary purchase, MII Preference: No (ref. DoE OM No. F/12/17/2019-PPD dtd 29.10.2020)

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

MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs 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 the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. 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 Seller shall be given opportunity to match L-1 price and contract will be awarded for 25%(selected by Buyer) percentage of

total QUANTITY. The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023 [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

2. 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.

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

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

OREFLOW-450 (10000 kilogram)

Technical Specifications/तकनीकी विशिष्टियाँ

Buyer Specification Document/क्रेता विशिष्टि दस्तावेज़	Download
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Input Tax Credit(ITC)/इनपुट कर क्रेडिट(आईटीसी) and/ तथा Reverse Charge(RCM)/रिवर्स प्रभार (आरसीएम) Details

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

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

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Basanta Kumar Chowdhury	769011, Office of GM I/c Stores & Inspection, Rourkela Steel Plant, Rourkela	10000	120

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

1. Scope of Supply

Scope of supply (Bid price to include all cost components) : Supply Installation Testing and Commissioning of Goods

2. **Generic**

Data Sheet of the product(s) offered in the bid, are to be uploaded along with the bid documents. Buyers can match and verify the Data Sheet with the product specifications offered. In case of any unexplained mismatch of technical parameters, the bid is liable for rejection.

3. **Generic**

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

4. **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 by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

5. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

THIS IS A PROPRIETARY PROCUREMENT OF "OREFLO 450" MAKE, MANUFACTURED BY M/s INNOCULE MATERIALS AND ADDITIVES.

- **Only offers from M/s INNOCULE MATERIALS AND ADDITIVES or its authorized channel partners will be considered.**
- **In case of bid submission by authorized channel partner(s), bid-specific OEM authorization is to be mandatorily submitted for consideration of offer.**
- **Offers from any other bidders/ makes shall be treated as unsolicited.**

I. SPECIAL TERMS & CONDITIONS

1. Supplier's monogram should be visibly marked on each bag.
2. Chemical is to be supplied in 20 Kg bags.
3. Dosing machine along with required machinery is to be supplied free of cost on returnable basis until chemical stock lasts.
4. A team from supplier shall be deputed at the site to provide dosing service free of cost.
5. The chemical will be used during monsoon in stock house of Blast Furnace (BF)-5 & highline of Blast Furnace-1. Hence, the supplier is required to deploy atleast 1 no of dosing machine in BF-1 & 1 no of dosing machine in BF-5, along with the required manpower. Any other machineries, tools and tackles required for the job will be in the supplier's scope.
6. The material supplied shall be self-sufficient to enhance the flowability of the raw materials on which it is to be applied. The material shall suppress the moisture of the input raw materials on which it is being applied, and shall not alter the chemical & physical properties of the input raw material.
7. The shelf life of the chemical in packaging condition has to be minimum 6 months from the date of receipt at RSP Stores.
8. SAIL-ROURKELA STEEL PLANT (SAIL-RSP) reserves the right to increase the order qty by upto 10 0% with same rate, terms & conditions, subject to satisfactory material performance & extent of monsoon.

II. DELIVERY REQUIREMENT: The material is required for ensuring monsoon preparedness. Hence, delivery is to commence within 21 days of contract placement & may be completed in phases, within 120 days of contract placement.

III. GUARANTEE CLAUSE: The supplier has to submit performance guarantee for the supplied item for easy flow of material and has to guarantee that by using this compound chute/ bunker chocking will not be there.

IV. PRICE VARIATION CLAUSE: Firm till delivery.

V. PACKAGING CLAUSE: Material is to be suitably packed (in 20 Kg bags), so as to avoid any damage during transit and storage.

VI. INSPECTION TERM:

- Inspection will be on the basis of material shelf life, Guarantee certificate (GC) & Material data-sheet submitted by supplier at the time of material supply.
- Place of Inspection: At BF site, after proper documentation at Central Store, SAIL-RSP.
- Inspection agency: Joint inspection by MM (Store & Inspection) & representative of BF of SAIL-RSP.

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:

A. Non-collusion:

- I. That their bid was developed genuinely, independently and made with the intention to accept the Contract if awarded;
- II. 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:
 - 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,
- III. 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.
- B. That they have duly disclosed all intended sub-contracting arrangements relating to the Tender and will continue to disclose such arrangements to the Plants/ Units after the Contract is awarded.
- C. Authenticity of documents:
- I. That they have carefully read the contents of the tender
 - II. They have not made any misleading or false representation anywhere in the tender submitted including annexures thereto
 - III. That they understand that their offer will be evaluated based on the documents / credentials submitted along with the offer and the same shall be binding upon them
 - IV. That the information and documents submitted by them along with the tender documents are complete and correct and they are fully responsible for authenticity and correctness of information and documents submitted
 - V. That at any time during the process for evaluations of tenders, if any information / document submitted by them is found to be suppressing facts / forged / false / fabricated / fudged or incorrect, it shall lead to forfeiture of the EMD, if submitted, besides banning under the extant Guidelines for Banning of Business Dealings of SAIL and initiating any legal action as deemed fit by SAIL. Further, that their offer shall be summarily rejected.
 - VI. That at any time after award of the contract, if the certificates submitted by them are found to be suppressing facts / false/ forged/ fabricated / fudged or incorrect, it may lead to termination of the contract, along with forfeiture of 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 by SAIL
- D. Anti-Bribery: That they shall not give or take, any financial or non-financial bribe, to or from anyone during the tender or during the execution of the contract thereafter and if they notice any such incident happening, they shall report it to SAIL Vigilance.

In case of non-compliance of above, SAIL may at its discretion, invalidate their bid, exclude them in future tenders, pursue damages or other forms of redress from them (including but not limited to damages for delay, costs and expenses of re-tendering and other costs incurred), and /or (in the event that they are awarded the Contract) terminate the Contract.

2. Bidder must submit filled Annexure-A with the offer. Format attached in bid.

3. The offers of bidder(s) whose performance in SAIL-Rourkela Steel Plant (RSP) have been found unsatisfactory may not be considered and SAIL-RSP reserves the right to summarily reject such offers during any stage of tender.

4. Other terms

i. NO DEVIATIONS ARE ACCEPTABLE. By submitting offer against this bid, the bidder is accepting all terms & conditions of the bid as well as GeM terms & conditions.

ii. All prices quoted in GeM will be on landed cost basis, inclusive of GST and all taxes/ duties (unless otherwise specified in Special Terms of ATC).

iii. SAIL-ROURKELA STEEL PLANT (SAIL-RSP) is entitled to claim credit of input tax (ITC) paid on the supply of the bid item (as applicable). Bidders are requested to update the firm's GST registration status prior to participating in the bid. Since all prices to be quoted in GeM are on landed cost basis, inclusive of GST and all taxes/ duties, the case will be evaluated accordingly.

iv. 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 will not be taken cognizance of.

v. Any technical query/ clarification, is to be routed through the pre-bid representation functionality available against this bid.

vi. In addition to the above mentioned MSE & MII Purchase preferences, Local MSE policy as per prevailing procedure at SAIL-RSP, will also be followed.

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

viii. Before dispatching the material, seller(s) must ensure the following:-

a. GeM contract is duly accepted.

b. GeM fees has been paid (if any, for contract acceptance)

c. GeM contract should remain valid till receipt of material at consignee location.

d. Invoices have been created in GeM, confirming dispatch of material

ix. SAIL-RSP will be placing back-up order against GeM contract(s) on successful bidder(s). SAIL-RSP's back-up purchase order, however, will be released only after acceptance of contract by seller in GeM. The concerned bidder has to mention the back-up order number in the invoices for proper accounting of material upon receipt in RSP.

x. Further, non-compliance of the requisites in "viii"&"ix", shall be at the risk of the vendor and any delay(s) arising out of such non-compliance, shall be on vendor's account.

xi. After receipt and acceptance of materials, hard copy of the invoice signed and with seal (or digitally signed invoice), has to be sent to the following address for ensuring timely [payments](#):-

GENERAL MANAGER, F&A - STORE BILLS,

ADMINISTRATIVE BUILDING, ISPAT BHAWAN,

SAIL - ROURKELA STEEL PLANT,

ROURKELA, ODISHA 769011

ix. THE OPTION CLAUSE FOR QUANTITY EXTENSION, MAY BE READ AS :-

"THE PURCHASER RESERVES THE RIGHT TO INCREASE OR DECREASE THE QUANTITY TO BE ORDERED UP TO 25% OF BID QUANTITY AT THE TIME OF PLACEMENT OF CONTRACT. THE PURCHASER ALSO RESERVES THE RIGHT TO INCREASE THE ORDERED QUANTITY BY UP TO 100% OF THE CONTRACTED QUANTITY DURING THE CURRENCY OF THE CONTRACT AT THE CONTRACTED RATES. BIDDERS ARE BOUND TO ACCEPT THE ORDERS ACCORDINGLY."

THIS IS IN LINE WITH SPECIAL TERMS & CONDITIONS CLAUSE 8 OF THIS BID.

6. Buyer Added Bid Specific ATC

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

Disclaimer/अस्वीकरण

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

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

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

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

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./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।

---Thank You/धन्यवाद---