

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	01-06-2024 20:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	01-06-2024 20:30:00
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	50
Item Category/मद केटेगरी	CONTINUOUS TEMPERATURE MEASUREMENT FOR TUNDISH
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), 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
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No
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	O.Mohnaty
Designation of Competent Authority	Dy.Mgr
Office / Department / Division of Competent Authority	MM
CA Approval Number	21
Competent Authority Approval Date	21-05-2024
Brief Description of the Approval Granted by Competent Authority	As this is STE Non Proprietary case hence MII preference is not applicable.

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.

CONTINUOUS TEMPERATURE MEASUREMENT FOR TUNDISH (50 set)

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	50	120

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

1. 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 %.

2. Generic

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

3. 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.

4. Scope of Supply

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

5. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

THIS IS A PURCHASE OF ITEM FROM M/s HERAEUS TECHNOLOGY INDIA. IN CASE OF PARTICIPATION FROM ANY OTHER BIDDERS, THE OFFER OF THE SAME SHALL BE CONSIDERED AS UNSOLICITED BIDS.

PARTIES INTERESTED TO BE REGISTERED AS A SUPPLIER OF THE TENDERED ITEMS, SHOULD FILL UP THE VENDOR REGISTRATION FORM, HOSTED ON THE WEBSITE www.saltenders.co.in PURCHASE ENQUIRY IN FUTURE MAY BE ISSUED TO SUCH SUPPLIERS IF REGISTERED.

SPECIAL TERMS & CONDITIONS:

1-THE VENDOR HAS TO PROVIDE WIRELESS CONTINUOUS TEMPERATURE MEASUREMENT INSTRUMENTS SET FREE OF COST ON RETURNABLE BASIS.

2-VENDOR HAS TO PROVIDE COMPLETE SET OF MATERIAL LIKE ADOPTOR PLATE, LOCKING PLATE, WB SETTING FIXTURE AND SCREW COMPRISES IN ADOPTATION UNIT FOR COMPLETION OF TOTAL ORDER QUANTITY. ALL THE APPLICATION ACTIVITIES TO CARRY OUT THIS TRIAL ARE IN THE VENDOR SCOPE.

3-STANDARD POSSIBLE LAY OUT WILL BE DONE BY THE PARTY.

4- CALIBRATION OF WIRELESS SYSTEM WILL BE IN THE SCOPE OF VENDOR.

5- ACCUCONE INSTALLATION IN TUNDISH WILL BE DONE BY VENDOR. THE PAID TRIAL SHALL BE BASED ON THE SUPPLY AND APPLY BASIS. THE PARTY HAS TO DEPLOY MANPOWER ROUND THE CLOCK FOR MONITORING AND SUPERVISION OF THE TRIAL.

6-VENDOR WILL KEEP THE RECORD OF DATA AND SHARE WITH RSP.

7-100% TAXES AND DUTIES WILL BE PAID ON GARN AND REST WILL BE PAID ON MONTHLY PERFORMANCE BASIS AS BELOW:

8. KPI (Per Month) :-

THE PERFORMANCE WILL BE EVALUATED AS PER THE [FOLLOWING:-](#)

- IF THE DIFFERENCE IN TEMPERATURE READINGS OF ACCUCONE AND DIP TYPE THERMOCOUPLES IS WITHIN (+/-) 5 DEGREE CENTIGRADE, THEN IT WILL BE CONSIDERED AS "SUCCESS".

- SUCCESS RATE= (NOS OF TIME TEMPERATURE RECORDED BY ACCUCONE WITH PERMISSABLE RANGE (+/-5 DEGREE CENTIGRADE)/NO. OF TIME CORRESPONDING TEMPERATURE TAKEN BY DIP METHOD) * 100

EXAMPLE : IF SEVENTY TIMES TEMPERATURE IS TAKEN DURING A SEQUENCE AND CORRESPONDING ACCUCONE TEMPERATURE MATCHED WITHIN DEVIATION 65 TIMES, THEN THE SUCCESS RATE = $(65/70) \times 100 = 92.85\%$

I. IF SUCCESS RATE IS EVALUATED AS MORE THAN 98% THEN FULL PAYMENT WILL BE DONE

II. FOR SUCCESS RATE IN BETWEEN 96%-98%, THEN 5% OF BASIC PRICE OF PROBES USED WILL BE DEDUCTED AS PENALTY

III. FOR SUCCESS RATE IN BETWEEN 90%-95%, THEN 10% OF BASIC PRICE OF PROBES USED WILL BE DEDUCTED AS PENALTY WILL BE DEDUCTED.

IV. FOR SUCCESS RATE BELOW 95%, THEN TRIAL WILL BE TERMINATED AND CONSIDERED AS FAILED.

VENDOR CAN CLAIM PAYMENT ON MONTHLY BASIS AFTER PERFORMANCE CERTIFICATION FROM EXECUTING AUTHORITY.

9. PAYMENT:

-ONE PROBE SET WILL BE USED IN ONE TUNDISH SEQUENCE. THE BASIC PRICE OF ONE PROBE SET WILL BE TAKEN AS PER THE SUBMITTED OFFER PRICE.

-REGARDING PERFORMANCE PARAMETERS AND SUCCESS RATE DECISION OF EXECUTING AUTHORITY IS FINAL AND BINDING TO VENDOR.

10-VENDOR SHOULD SUPPLY MATERIAL AND START TRIAL WITHIN 30 DAY OF ORDER PLACEMENT.

11- VENDOR WILL INSTAL A DIGITAL BOARD IN PLACE, IN WHICH TEMPERATURE RECORDED & WILL BE VISIBLE TO OPERTOR AND SAME WILL BE CONNECTED PARALLY TO HMI.

12- NOs OF TUNDISH PROVIDED FOR TRIAL WILL BE DECIDED BY EXECUTING AUTHORITY.

13-TRIAL ASSESMENT PARAMETERS ARE:

A-TUNDISH TEMPERATURE MEASUREMENT DURING PRE HEATING.

B-TEMPERATURE STABLE TIME AT SEQUENCE START.

C-DIFFERENCE IN TEMPERATURE READINGS (AT) OF ACCUCONE AND DIP-TYPE THERMOCOUPLES(DIFFERENCE OF (+/-) 5 DEGREE WILL BE CONSIDERED AS ACCEPTED DEVIATION)

D-UNINTERRUPTED TEMPERATURE MEASUREMENT THROUGHOUT THE SEQUENCE.

E-ABILITY TO MEASURE TEMPERATURE AT LOW METAL WEIGHT IN THE TUNDISH.

INSPECTION TERM :

MATERIAL WILL BE ACCEPTED ON TC & GC.

GURANTEE CLAUSE :

AS PER SPECIAL TERMS & CONDITION.

PRICE VARIATION CLAUSE :

FIRM TILL END OF TRIAL.

DELIVERY REQUIREMENT :

THE TRIAL FOR THE TOTAL QUANTITY IS TO BE COMPLETED IN 120 DAYS.

PACKAGING CLAUSE :

SUITABLY PACKED FOR SAFE TRANSIT.

PLACE OF INSPECTION :

AT RSP STORES BY INDENTOR.

EQUIPMENTS BY CONTRACTOR :

AS PER SCOPE OF WORK/SPECIFICATION.

MATERIALS BY RSP NON-CHARGEABLE :

ELECTRICITY, STORAGE SPACE, AIR, CRANE HELP, CUTTING WELDING HELP.

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) REGARD

ING:

- 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 EXISTANT 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 EXISTANT 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.

BIDDERS TO NOTE:

I. NO TECHNICAL DEVIATION IS 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.

III. SAIL-ROURKELA STEEL PLANT (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. EARNEST MONEY DEPOSIT (EMD) - IN PLACE OF EMD, BIDDERS MAY SUBMIT A "SIGNED BID SECURING DECLARATION". A FORMAT FOR BID SECURITY DECLARATION IS ATTACHED WITH THE TENDER. OFFERS OF BIDDERS WHO DO NOT SUBMIT THE ABOVE DOCUMENT(S) WILL NOT BE CONSIDERED FURTHER.

VI. ANY TECHNICAL QUERY/ CLARIFICATION, IS TO BE ROUTED THROUGH THE PRE-BID REPRESENTATION FUNCTIONALITY AVAILABLE AGAINST THIS BID.

VII. THE OFFERS OF ANY BIDDER WHOSE PERFORMANCE IN SAIL-RSP HAS BEEN FOUND UN

SATISFACTORY, WILL NOT BE CONSIDERED AND SAIL-RSP RESERVES THE RIGHT TO SUMMARILY REJECT SUCH OFFERS DURING ANY STAGE OF THE TENDER.

VIII. 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 NON-PERFORMANCE, AFTER GIVING 15 DAYS' NOTICE TO THE SELLER TO RECTIFY OR SUCH ANY EXTENDED PERIOD THAT THE SELLER AND PURCHASER MAY MUTUALLY AGREE, SHALL TAKE SUCH ACTION AS IT CONSIDERS FIT INCLUDING BUT NOT LIMITED TO TAKING RISK PURCHASE 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 CONTRACT DUE TO THE FAULT OF THE SUPPLIER. THE PRICE DIFFERENTIAL IN CASE OF HIGHER COST TO SAIL-RSP, IF ANY, SHALL HAVE TO BE BORNE BY THE DEFAULTING SUPPLIER. SAIL-RSP RESERVES THE RIGHT TO RECOVER THE PRICE DIFFERENTIAL FROM PENDING BILLS OF THE SUPPLIER IN RSP OR OTHER SAIL UNITS. MOREOVER, THE DEFAULTING SUPPLIER SHALL HAVE NO CLAIM OVER THE QUANTITY, WHICH THEY FAILED TO SUPPLY.

IX. 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

X. 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.

XI. FURTHER, NON-COMPLIANCE OF THE REQUISITES IN "X" & "XI", SHALL BE AT THE RISK OF THE VENDOR AND ANY DELAY(S) ARISING OUT OF SUCH NON-COMPLIANCE, SHALL BE ON VENDOR'S ACCOUNT.

XII. 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

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](#)

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./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।

---Thank You/धन्यवाद---