

### Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	12-06-2024 13:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	12-06-2024 13:30:00
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	900
Item Category/मद केटेगरी	45120004101062 BELT, CONVY, UHR, 1250KN/M, 4, 8+ 3MM, 1400MM , 45120004501034 BELT, CONVY, SHR, 1000KN/M, 4, 8+ 3MM, 1200MM , 45120004501037 BELT, CONVY, SHR, 630KN/M, 4, 8+ 3MM, 1600MM , 45120004501038 BELT, CONVY, SHR, 630KN/M, 8+ 3MM, 1400MM
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) *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
Primary product category	45120004101062 BELT, CONVY, UHR, 1250KN/M, 4, 8+ 3MM, 1400MM
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days

Bid Details/बिड विवरण	
Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
Evaluation Method/मूल्यांकन पद्धति	Item 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	Yes
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#### MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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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-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. 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.

3. 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.

#### Evaluation Method ( Item Wise Evaluation Method )

Contract will be awarded schedulewise and the determination of L1 will be done separately for each schedule. The details of item-consignee combination covered under each schedule are as under:

Evaluation Schedules	Item/Category	Quantity
Schedule 1	45120004101062 Belt, Convy, UHR, 1250kn/m, 4, 8+ 3mm, 1400mm	210
Schedule 2	45120004501034 Belt, Convy, Shr, 1000kn/m, 4, 8+ 3mm, 1200mm	180
Schedule 3	45120004501037 Belt, Convy, Shr, 630kn/m, 4, 8+ 3mm, 1600mm	400
Schedule 4	45120004501038 Belt, Convy, Shr, 630kn/m, 8+ 3mm, 1400mm	110

#### 45120004101062 BELT, CONVY, UHR, 1250KN/M, 4, 8+ 3MM, 1400MM ( 210 meter )

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/कमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

#### Technical Specifications/तकनीकी विशिष्टियाँ

Buyer Specification Document/क्रेता विशिष्टि दस्तावेज़	<a href="#">Download</a>
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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%	100%

#### 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	M Chandra Kumar	769011,Office of GM I/c Stores & Inspection, Rourkela Steel Plant, Rourkela	210	120

#### 45120004501034 BELT, CONVY, SHR, 1000KN/M, 4, 8+ 3MM, 1200MM ( 180 meter )

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

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

#### 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	M Chandra Kumar	769011,Office of GM I/c Stores & Inspection, Rourkela Steel Plant, Rourkela	180	120

#### 45120004501037 BELT, CONVY, SHR, 630KN/M, 4, 8+ 3MM, 1600MM ( 400 meter )

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

#### Technical Specifications/तकनीकी विशिष्टियाँ

Buyer Specification Document/क्रेता विशिष्टि दस्तावेज़	<a href="#">Download</a>
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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%	100%

**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	M Chandra Kumar	769011,Office of GM I/c Stores & Inspection, Rourkela Steel Plant, Rourkela	400	120

**45120004501038 BELT, CONVY, SHR, 630KN/M, 8+ 3MM, 1400MM ( 110 meter )****(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)****Technical Specifications/तकनीकी विशिष्टियाँ**

Buyer Specification Document/क्रेता विशिष्टि दस्तावेज़	<a href="#">Download</a>
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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%	100%

**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

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	M Chandra Kumar	769011,Office of GM I/c Stores & Inspection, Rourkela Steel Plant, Rourkela	110	120

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

### 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 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.

### 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

Without prejudice to Buyer's right to price adjustment by way of discount or any other right or remedy available to Buyer, Buyer may terminate the Contract or any part thereof by a written notice to the Seller, if:

- The Seller fails to comply with any material term of the Contract.
- The Seller informs Buyer of its inability to deliver the Material(s) or any part thereof within the stipulated Delivery Period or such inability otherwise becomes apparent.
- The Seller fails to deliver the Material(s) or any part thereof within the stipulated Delivery Period and/or to replace/rectify any rejected or defective Material(s) promptly.
- The Seller becomes bankrupt or goes into liquidation.
- The Seller makes a general assignment for the benefit of creditors.
- A receiver is appointed for any substantial property owned by the Seller.
- The Seller has misrepresented to Buyer, acting on which misrepresentation Buyer has placed the Purchase Order on the Seller.

### 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

#### Buyer Added text based ATC clauses

a) Belting is also acceptable with a tolerance on length of + 2% ( max) . Any belt with negative tolerance i. e where the belt length is less than the Reel Length given in the order shall not be accepted and is liable for rejection. Payment will be restricted to PO quantity only

b) After installation of the supplied conveyor belting, if any manufacturing defect is found in the installed belt within the guarantee period, the party is liable to replace the defective supply free of cost within reasonable time of the intimation. Further the party has to bear the installation cost at site, of the defective supply.

c) In addition to point b above, the supplied belt shall be considered defective if: a) The length of the belt is found shorter than the invoiced length.

b) Marking on supplied belt drum and belt not found as per IS /IPSS requirement. c) Any of splice joint(s) made by manufacturers at their premises in the supplied belt fails within the guarantee period.

The party is liable to replace such defective supply free of cost within reasonable time of the intimation and if party fails to do so, cost of belt shall be recovered from the party.

d) Marking: - Cumulative length of the belt shall be painted at every 10 meter on carrying side of the belt and also at end of every belt reel. The belt shall not be accepted and is liable for rejection if marking is not as per applicable IS /IPSS requirement.

e) Conveyor belt may also be packed suitably in steel drums. No extra payment will be made towards any additional cost incurred in steel drums in place of wooden drums.

f) The belt manufacturers may use belt fabrics of any make procured from any ISO certified belt fabrics manufacturers of India. The fabric quality (Nylon, EP as the case may be) will be as per specification of the belts in the RFQ .However ,if the fabrics are imported ,the following Makes are acceptable: Du Pont (USA), Performance Fibres (Formerly, Honeywell) and Olbo (Germany). Supplier will show original Fabric Invoice and Fabric Test Certificate of the fabric-manufacturer to third party inspection agency during inspection of the Conveyor Belts.

Notarised Copies of the Fabric Invoice and Fabric Test Certificate will be submitted to RSP. If imported belt fabrics are used then the supplier shall submit the country of origin certificate along with the supplied belting.

g) RSP reserves the right to increase order quantity by 40% at discretion of RSP.

h) Item wise Reel length shall be indicated in the Purchase Order.

i) Guarantee Clause: Performance Guarantee will be provided against quality and workmanship for a period of 12 months from date of

use or 18 months from date of supply, whichever is earlier.

j) Inspection terms: Before dispatching the belt to RSP, supplier will have to get the belt inspected by any of the following companies or their associate companies or their counterparts in the country where the supplier is located:

(i). Lloyds Register (ii). Bureau Veritas (iii). Any TUV company .

The inspection will be arranged by the supplier and the cost of this inspection will be borne by the supplier . Test Certificate, issued by the inspection agency, must indicate conformity of the belt to the tender specification. The third party inspecting agency will also verify the reel length and marking requirement given in the purchase order. Supplier to provide test certificates at the time of supply. After receipt of the material, RSP Inspection will arrange visual checking and also check documents submitted by supplier including test certificate of third party and the belts will be accepted based on their third party inspection.

However, RSP reserves the right to conduct audit check by getting some samples tested in third party laboratory too as and when decided.

Original fabric MTC and Fabric Invoice of the Fabric Manufacturer will be shown to the third party inspecting agency. They will also submit the details linking use of the fabric with reel number to the inspecting agency. Notarized copy of the original Fabric MTC and Invoice are to be submitted to RSP

k) Packing clause: Conveyor Belts with length 100m or more will be packed in wooden drums irrespective of width of the belt. Belts of width 800 mm or more will be packed in wooden drums irrespective of length. Belts will be covered on top and sides with water-resistant packing to protect the belts from sunlight and rain. The wooden drums will have a central pipe of dia > 110mm & thickness minimum 5mm & side plate should be preferably square with minimum 5mm thickness. a central spool with tie rods at the centre of the wooden casing should be provided to facilitate handling and unroll- at site. the spool should be strong enough to withstand the weight of the belt. The central pipe should have round bore and should cover the entire width of the drum. Belts not to be supplied in drums will have water-resistant packing, central spool and central pipe. CONVEYOR BELT MAY ALSO BE PACKED SUITABLY IN STEEL DRUMS. NO EXTRA PAYMENT WILL BE MADE TOWARDS ANY ADDITIONAL COST INCURRED IN STEEL DRUMS IN PLACE OF WOODEN DRUMS. Marking on drums will be printed clearly, prominently and in a durable man



ner. The marking on drums will include manufacturer's belt identity no., consignee, consignor, PO No. and PO date, RSP's catalogue No., Belt specification, Reel length in meter, weight in Kg., Coiling direction of reel and the position of belt end etc.

I) Eligibility criteria:

1. The bidder should be an indigenous manufacturer of Fabrics Conveyor Belts of any of the Grades SHR/U HR/FR. Any of the following documents may be submitted along with TC Bid for fulfillment of this Eligibility Criterion:-

i. Self-attested copy of valid MSME/DIC Registration or valid NSIC Registration, showing the bidder as a manufacturer of Conveyor Belts of any of the above Grades.

ii. Self-attested copies of Memorandum of Association and Articles of Association (in case of companies), showing Conveyor Belts of any of the above Grades in the product-list.

iii. Self-attested copy of valid ISO Certificate/Certificate from any Govt. agency/Certificate from Govt. authorised agency/Certificate from Chamber of Commerce, showing Conveyor Belts of any of the above grades among the products manufactured. iv. Reference Number of valid and regular Registration with RSP (not provisional registration) as a manufacturer of Conveyor Belts of any of the above grades. v. Self-attested copy of valid and regular registration with any other SAIL Plants/Units, RINL, TISCO, any large steel plant in Public/Private Sector (min. 2 MTPA), PSU coal companies, PSU mining companies, PSU Thermal Power Plants, SAIL JV Thermal Power Plants, PSU/Public Limited cement companies. (not provisional registration) as a manufacturer of Conveyor Belts of any of the above grades.

Note:- (a) Offer must be submitted directly by the manufacturer for order-placement on the manufacturer only. Offer submitted by any agent, distributor, channel partner, etc. will not be acceptable. Similarly, Offer submitted by manufacturer, advising Order-placement on an agent, distributor, channel partner, etc. will not be acceptable.

(b) Firms which have executed successfully at least one regular PO of RSP (not Trial Order) for Conveyor Belts of any of the Grades SHR/UHR during the period 2018-19 onward are not required to submit any document to fulfill this Eligibility Criterion.

2. The bidder should have supplied at least 900m of belt if bidder is quoting for all the items of the RFQ or have supplied a quantum of belt not less than the total indented quantity of quoted items if bidder is quoting for one or more items (but not all the items) of RFQ and the conveyor belt thus supplied should be of S HR/UHR/FR Grade.

de Conveyor Belts during any of the financial years from 2018-19 onward till the date of submission of tender. The bidders quoting for UHR grade belt (cat no 45120004101062) should have supplied at least 210 M of UHR/FR Grade Conveyor Belt. The supply should have been made to any of the following Indian industries:- SAIL Plants/Units, RINL, TISCO, any large steel plant in Public/Private Sector (min. 2 MTPA), PSU coal companies, PSU mining companies, PSU Thermal Power Plants, SAIL JV Thermal Power Plants, PSU/Public Limited cement companies. Following documents are required to be submitted along with the TC Bid for fulfillment of this Eligibility Criterion:-

- i. Notarised copy of Purchase Order
- ii. Notarised copy of Invoice/ Challan and/or notarised copy of goods receipt/acceptance document of the consignee.
- iii. Declaration that all the Purchase Orders against which supplies had been made were regular Orders, not Trial Orders.

Note:- (a) For supplies made to RSP, no documents are required to be submitted and only reference numbers of RSP's POs are to be given.

(b) Firms which have executed successfully at least two regular POs of RSP (not Trial Orders) for Conveyor Belts of any of the Grades SHR/UHR during the period 2018-19 onwards are not required to submit the above documents for minimum supply experience criterion. However, such firms will have to submit documents in support of the criterion at (3) below. 3. Bidders may quote for any of the items or all items of this RFQ. But their bids will be considered only up to the largest width appearing in the supply documents submitted by them as per the Eligibility Criterion (2) above. This Eligibility Criterion (3) is applicable even for the firms which are exempted from submission of minimum-required-supply-experience documents as per (2), i.e. the firms falling under the category at (2-b). 4. Bidders have to declare categorically the maximum width which can be manufactured in their works, with their existing and operational machines. This declaration must be absolutely correct, up-to-date and unconditional. RSP reserves the right to check the correctness of this declaration against on-the-spot assessment done by RSP's Inspecting Officer for certain firm in recent past, if any. RSP may also get this declaration verified by deputing Inspecting Officer or any other representative to the firm's premises either prior to placement of Order or during execution of the Order. If at any stage, it is found that the bidder had submitted an incorrect declaration, appropriate action will be taken against the firm.

5. Bidders have to declare that all the belts ordered on them will be

e manufactured completely in their indigenous production unit and that they will not outsource any of the ordered belts through indigenous procurement or imports. If at any stage, it is found that a firm is indulging in outsourcing of any of the ordered belts, appropriate action will be taken against the firm. General Terms:- I. RSP reserves the right to depute its Inspecting Officer to any bidder's premises for an on-the-spot assessment of the bidder's manufacturing facilities, quality assurance system, etc. An adverse on-the-spot assessment report may make the bidder's Quotation liable for rejection. II. RSP reserves the right to reject the offer of any bidder on the basis of unsatisfactory performance in respect of quality, delivery, etc. or any other adverse information received or gathered. III. Ageing test for rubber covers in case of UHR belt will be done as per IS 1891 Part-2, but with exposure to a temperature of 150 +/- 20°C for 72 hours. The Tensile strength and elongation at break of the rubber covers shall not vary from original unaged values by more than (-40%) and (-55%). Other Testing Norms/ requirement for UHR Grade Belt will be same as those for T2 Grade of IS 1891, Part- 2. Bidder must also note the following: (1) Bidders must give self-declaration that all terms and conditions of the tender are acceptable to him/her. Bidder(s) is not required to upload the signed copy of the Bid/RFQ again. (2) Only relevant document(s) to be uploaded for technical and commercial scrutiny. Check list is as follows:- (I) Bid security declaration (II) Non-collusive tendering certificate (III) Declaration vide annexure-III (IV) Commercial data sheet (V) Documents to fulfill eligibility criteria mentioned in the bid (3) Submission of additional documents beyond the requirement shall not be taken cognizance of. (4) This bid is restricted for participation from class-I/class-II bidders as the Public procurement order 2017 dtd 04.06.2020. Bidders must submit declaration, indicating whether they are class-I/class-II local suppliers for this product (5) Bidders must submit 'bid security declaration' in place of EMD, 'non collusive tendering certificate' and 'commercial data sheet' along with their bid for consideration of their offer. The mentioned declaration formats are enclosed as 'annexure' along with this bid. (6) Non-submission of documents sought in the bid may lead to rejection of offer. (7) Bidders may kindly note that since there is no provision to incorporate any deviation with respect to bid/GeM terms in GeM PO hence any variation with bid/GeM terms given by the firm in the form of attachment shall not be considered and the firm shall be evaluated based on the terms of bid only. Bidders are requested to clarify the same vide representations before submission of bid. (8) SAIL-RSP is entitled to claim credit of input tax paid on the supply of the bid item (as applicable) (9) 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 Fo

rice Majeure, the purchaser after having come to know of such negligence or non-performance, after giving 10 to 30 days 9 / 11 ' 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 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. (10)SAIL-Rourkela Steel Plant (RSP) shall be placing back-up order against GEM contracts on successful bidder(s). The concerned bidder has to mention the back-up order number in the invoices for proper accounting of material upon receipt in SAIL-RSP. (11)Hard copy of the invoice signed and with seal (or digitally signed invoice), has to be sent to Manager (F&A), Store bills, Administration Building, Rourkela Steel Plant, Rourkela, Odisha 769011. This will help us in ensuring timely payments.

#### 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---**