

**बिड दस्तावेज़ / Bid Document**

| बिड विवरण / Bid Details   |  |
|---|--|
| बिड बंद होने की तारीख/समय / Bid End Date/Time   | 11-12-2025 17:00:00  |
| बिड खुलने की तारीख/समय / Bid Opening Date/Time  | 11-12-2025 17:30:00  |
| बिड पेशकश वैधता (बंद होने की तारीख से) / Bid Offer Validity (From End Date)   | 90 (Days)  |
| मंत्रालय/राज्य का नाम / Ministry/State Name   | Ministry Of Steel  |
| विभाग का नाम / Department Name  | Steel Authority Of India Limited   |
| संगठन का नाम / Organisation Name  | Bhilai Steel Plant   |
| कार्यालय का नाम / Office Name   | Materials Management   |
| कुल मात्रा / Total Quantity   | 2  |
| वस्तु श्रेणी / Item Category  | CONVERTER REFRACTORY SET FOR SMS-II BOF ON TOTAL CONVERTER MANAGEMENT BASIS (SUPPLY AND APPLY)   |
| GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS   | REFRACTORY FOR BOF   |
| GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS  | Plastic Refractory, XLPE Cable for Working Voltages up to and Including 1.1 KV as per IS 7098 (Part 1), Alumina Castable Refractory, Dolomite For Metallurgical (For Steel Industry) And Refractory Use conforming to IS 10346, WHYTHEAT A (Refractory Castable), Foot Operated Pedal Bin or Bucket for Bio - Medical Waste Collection, Refractory Bricks and Similar Refractory Ceramics from Paschim Bardhaman - ODOP, Low Cement Castable LC - 70 for Snorkels as per IS 15541, Steel Filing Cabinets for General Office Purpose (V2) as per IS 3313, Moderate Heat Duty Fireclay Refractories, Group A as per IS 6 |
| अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification                                   | <ul style="list-style-type: none"> <li>• Fireclay Bricks (RINL)</li> <li>• Alumina Castable Refractory</li> <li>• Moderate Heat Duty Bricks</li> </ul>   |
| एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / MSE Exemption for Years of Experience and Turnover       | No   |
| स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Exemption for Years of Experience and Turnover | No   |

| बिड विवरण/Bid Details  |  |
|--|--|
| विक्रेता से मांगे गए दस्तावेज़/Document required from seller   | Experience Criteria,Bidder Turnover,Certificate (Requested in ATC)<br>*In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer |
| क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ 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  | 1  |
| बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled   | Yes  |
| रिवर्स नीलामी योग्यता नियम/RA Qualification Rule   | H1-Highest Priced Bid Elimination  |
| बिड का प्रकार/Type of Bid  | Two Packet Bid   |
| तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation  | 2 Days   |
| निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)                                     | No   |
| मूल्यांकन पद्धति/Evaluation Method   | Total value wise evaluation  |
| मध्यस्थता खंड/Arbitration Clause   | No   |
| सुलह खंड/Mediation Clause  | No   |

#### ईएमडी विवरण/EMD Detail

|                             |                     |
|-----------------------------|---------------------|
| एडवाइजरी बैंक/Advisory Bank | State Bank of India |
| ईएमडी राशि/EMD Amount       | 500000              |

#### ईपीबीजी विवरण /ePBG Detail

|  |  |
|--|--|
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|--|--|

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|--|---------------------|
| एडवाइजरी बैंक/Advisory Bank  | State Bank of India |
| ईपीबीजी प्रतिशत (%) / ePBG Percentage(%)                           | 3.00                |
| ईपीबीजी की आवश्यक अवधि (माह) / Duration of ePBG required (Months). | 18                  |

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने है। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।/EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.

(b). ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए। / EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

#### लाभार्थी /Beneficiary :

GM

Materials Management, Steel Authority of India Limited, Bhilai Steel Plant, Ministry of Steel  
(Sukanta Kumar Pradhan)

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

#### एमआईआई खरीद वरीयता / MII Purchase Preference

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

#### एमएसई खरीद वरीयता/MSE Purchase Preference

|   |     |
|---|-----|
| एमएसई खरीद वरीयता/MSE Purchase Preference | Yes |
|---|-----|

|  |    |
|--|----|
| सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं को खरीद में प्राथमिकता, यदि उनका मूल्य $L1+X\%$ तक की सीमा में हो / Purchase Preference to MSE OEMs available upto price within $L1+X\%$ | 15 |
| सूक्ष्म और लघु उद्यम को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MSE purchase preference                                | 25 |

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 will be given to MSEs having valid Udyam Registration 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. 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. 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 and Buyer will decide eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid. 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. 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. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

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

- 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

### **CONVERTER REFRACTORY SET FOR SMS-II BOF ON TOTAL CONVERTER MANAGEMENT BASIS (SUPPLY AND APPLY) ( 2 set )**

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

**तकनीकी विशिष्टियाँ /Technical Specifications**

|   |                          |
|---|--------------------------|
| क्रेता विशिष्टि दस्तावेज़ /Buyer Specification Document | <a href="#">Download</a> |
|---|--------------------------|

**प्रेषिती/रिपोर्टिंग अधिकारी तथा मात्रा/Consignees/Reporting Officer and Quantity**

| क्र.सं./S.No. | प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer | पता/Address  | मात्रा /Quantity | डिलीवरी के दिन/Delivery Days |
|---------------|--|--|------------------|------------------------------|
| 1             | Ashok Kumar Agrawal                                      | 490001,Boria Main Stores, Near Boria Gate Bhilai Steel Plant Bhilai-490001 | 2                | 415                          |

**क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें/Buyer Added Bid Specific Terms and Conditions****1. Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

**DETAILS OF THE ITEM I.E. ITEM CODE AND ITEM DESCRIPTION, QUANTITY AND OTHER TERMS FOR PROCUREMENT OF REFRACTORY (2) SETS FOR SMS-II BOF ON TOTAL CONVERTER MANAGEMENT BASIS, BSP :**

| SL # | Item Code/UCS   | Material Description  | A/U | Tender Quantity | Delivery Days                               |
|------|-----------------|---|-----|-----------------|---|
| 1    | 71511000000031  | REFRACTORY FOR SMS -2 BOF LD CONVERTER, as per drg. no. RED-II/CONVERTER/2018 | SET | 2               | As mentioned in special terms and condition |
| 2    | 715100001200069 | RELINING  | ACT | 2               |   |
| 3    | 715110000000009 | APPLICATION CHARGES   | ACT | 10000           |   |

**NOTE : TOTAL TENDERED QUANTITY IS 2 SET REFRACTORY 2 SETS FOR SMS-II BOF ON TOTAL CONVERTER MANAGEMENT BASIS (SUPPLY OF 2**

**SET MATERIAL AND APPLICATION ACTIVITY I.E. 2 ACT RELINING AND 10 000 ACT (5000 ACT FOR ONE SET) APPLICATION CHARGES).**

**SUCCESSFUL VENDOR HAS TO SUBMIT PRICE BREAK-UP OF THE MATERIAL AND APPLICATION ACTIVITY (RELINING AND APPLICATION CHARGES).**

Performance Clause :

Material to be Procured under performance heat guarantee.

## **I. Eligibility Criteria**

The intending vendor must satisfy conditions as stipulated below to qualify for consideration in techno-commercial evaluation. The intending vendor must submit documentary evidence in support of their eligibility failing which the offer is liable to be rejected.

### **Technical Criteria**

1. The bidder shall be an Indian manufacturer of Refractories (Class-I or Class-II local supplier as per Order No. P-45021/2/2017 PP (BEII) of DPIIT, Ministry of Commerce, GOI). The tenderer shall submit:
  - a. Self-attested copies of suitable documents like GST Registration / Business Licence / ISO certificate or any other Govt. certified document for evidence of bidder's status as manufacturer of the refractory material.
  - b. Certificate of value addition in India from competent authority and in specific format as stipulated in the tender.
2. Past Experience Criteria: The bidder should have successfully executed Purchase Order (PO) during last five years (end date is the last day of the month previous to the one in which tenders are invited), for supply and execution of Magnesia Carbon Bricks in BOF LD Converter of minimum 110 T heat size, to Govt. Organizations, PSUs or Public Limited Companies in India, operating with BOF-LF/ARS/RH/VAD-CCS route. Such bidders need to submit self-attested photocopies of Purchase Orders and corresponding supply invoices/E-Way Bills/completion certificate/performance certificates etc. as followed.
3. Past Performance Criteria: Bidders who qualify in clause no (2) above, must submit Performance Certificate, for a minimum of 1 set, wherein they must have achieved a life of 90% of the guaranteed life, for that particular 1 set of that order under consideration, of the executing plant, with reference to clause (2) above. Necessary documentary proof like Performance Reports or endorsement from respective Plants is required to be submitted in such cases.
  4. In case, bidder, who conforms to Clause No. 1 of Eligibility Criteria or is a subsidiary or a sales unit of a parent company (manufacturer), then credentials / performance of either bidder or parent company will be considered (subject to parent company having majority ownership of the bidder) as per S. No. 2. In such cases documentary evidence for bidder being subsidiary of parent company and parent company having majority ownership of the bidder needs to be submitted. Both subsidiaries, sales unit, parent company participating in tender must comply with order no F.No. 6/18/2019-PPD dated: 23/07/2020 (& subsequent amendments) of Ministry of Finance regarding any bidder from a country which shares a land border with India.

### **Financial Criteria**

5. The turnover of the Bidder, in any one of the last three financial years, should be minimum Rs. 4.26 Cr. It is to be supported by copies of audited P&L account / Balance sheet and shall contain the Unique Document Identification Number (UDIN).

### **Others**

6. Bidders in SAIL CMMG Common Vendor List for Converter Refractories shall automatically get qualified against this tender irrespective of their fulfilling the eligibility criteria, as sought above at Sl. N

o. 2, 3 & 5 for Technical and Financial Criteria.

7. Both Established and Successful Trial vendors of BOF Refractory of Steel Melting Shops of SAIL, who are fulfilling the eligibility criteria conditions of Clause#2 & 3 above, shall be considered eligible for this tender. Also Trial vendors of BOF Refractory of Steel Melting Shops of SAIL, who have achieved the performance parameter defined for the trial and without waiting for completion of order, the evaluation committee for such trial has issued an Interim Performance Certificate declaring the trial successful with approval of Head of Works, to enable the Vendor to participate in SAIL tenders, shall be considered eligible for this Tender upon their fulfilling the requirements of Clause#2 & 3 above. However all such vendors described in this clause need to fulfil the Financial Criteria at Clause #5 above.

**Note:** (i) Bidder has to provide valid contact details (including phone no. / email ids) of the authorities (the respective customers whose PO copies and Performance Certificates have been submitted in support of technical eligibility criteria Sl. No 2 and 3), who can validate the credentials / certificates submitted by the bidder.

(ii) All the documents should be self-attested.

## II. **EMD DETAILS**

- 1. How to Prepare & Submit Bids:** Offers are to be necessarily prepared and submitted in two parts as detailed hereunder:

- a. Part-1: Earnest Money Deposit (EMD) and Techno-Commercial Bid:**

**EMD:** The Tenderer shall submit the **EMD of Rs.5,00,000.00/- (Rs Five lakhs)**. The EMD Bid should be put in a envelope and sealed, clearly super scribing, GeM Bid Number, **Earnest Money Deposit (EMD)**, due date of Submission, due date of opening and the Name & Address of the Tenderer.

If Exemption from submission of EMD is claimed, the proper self-attested documents as mentioned in para#5 (EMD Bid) of RFQ must be submitted.

**Note: If EMD or Exemption documents etc. submitted by vendor are not found in order, the offer shall not be considered.**

**EMD bid should not contain prices or any indication of prices. If prices are indicated in EMD, the offer will be rejected.**

**Techno-commercial Bid:** The Tenderer must submit required documents to qualify eligibility criteria, Certificates, Forms & Annexure duly filled in and signed on GeM Portal only. Techno-commercial documents if any submitted in physical form along with EMD bid shall not be considered for evaluation.

- b. Part- 2: Price bid:** Tenderer shall be required to quote on per Set with application basis (all-inclusive of freight, all taxes etc including GST) in GeM portal only.

- 2. Earnest Money Deposit (EMD):** - Tenderer shall submit EMD in form of Online transfer/Demand Draft/Banker's Cheque/Bank Guarantee (BG) or Fixed Deposit Receipt (FDR) from any Scheduled Commercial Bank except Co-operative and Gramin Bank as per Annexure II & III of ATC document and upload scanned copy of BG/UTR/Any other proof with their Techno-commercial offer on GeM portal and submit hard copy of the same in sealed envelope directly to SAIL/BSP within 5 working days of Tender opening Date, failing which the bid may be treated as incomplete & may lead to rejection of the bid w

without making any reference to the tenderer. Tenderers are required to submit Physical copy of Earnest Money Deposit (EMD) or the valid document(s) for EMD exemption in a sealed cover clearly superscribing **GeM Bid Number, Earnest Money Deposit (EMD), due date of Submission, due date of opening and the Name & Address of the Tenderer**

Bidder's are requested to submit sealed envelope of EMD at following address:

**Tender Opening Cell,  
Ground Floor, Ispat Bhawan,  
Bhilai Steel Plant Bhilai - 490001 (CG)**

### **3. Mode of EMD Submission: -**

- i. Tenderer can submit EMD in form of Bank Guarantee (BG) or Fixed Deposit Receipt (FDR) from any Scheduled Commercial Bank except Co-operative and Gramin Bank. BG to be submitted in favour of SAIL/Bhilai Steel Plant in the format as per Annexure-II of the tender:

If EMD is submitted in the form of Bank Guarantee, then tenderer should ensure that Bank Guarantee is submitted by the issuing bank directly to GM(Pur-RM), Room no. 346, 3<sup>rd</sup> Floor, Ispat Bhawan, Bhilai Steel Plant, Bhilai (C.G) - 490001 by Registered Post with A/D. A copy of the BG shall be submitted inside the sealed cover meant for EMD bid.

- ii. Tenderer can submit EMD in form of Online transfer/Demand Draft/Banker's Cheque in favor of SAIL-Bhilai Steel Plant in the format as per Annexure III of the tender. The proof of such transfer / transaction needs to be uploaded along with Techno-commercial offer on GeM portal and submit hardcopy of same with the offer in the envelope titled Earnest Money Deposit within 5 working days of Tender opening Date to SAIL, BSP.

**BSP's Banker details are as below:**

**STATE BANK OF INDIA**

**A/c No. : 10184627403**

**Name : Steel Authority of India Ltd**

**IFSC : SBIN0012277**

**Branch : SME BHILAI (12277)**

**Address : SME branch, Sector - 1 Bhilai 490001.**



**4. EMD Exemption:** - EMD exemption shall be applicable for eligible tenderer fulfilling anyone of the following terms & conditions. Tenderer claiming EMD exemptions needs to upload all relevant documents for EMD exemption claim with their Techno-commercial offer on GeM portal along with Bid Securing Declaration and submit hard copy of the same in sealed envelope directly to SAIL/BSP within 5 working days of Tender Opening Date, failing which the bid may be treated as incomplete & may lead to rejection of the bid without making any reference to the tenderer

- i. Micro and Small Enterprises (MSEs) who are holding valid Udyam Registration and are manufacturer of Converter/BOF Refractories or other Refractory item and give specific confirmation to this effect at the time of bid submission and claim EMD exemption and whose credentials are validated online through Udyam Registration website of Ministry of MSME and also through supporting document uploaded during bidding process and validated by the Buyer.
- ii. Start-ups as recognized by Department for Promotion of Industry and Internal Trade (DPIIT), holding valid Startup Recognition Certificate which is to be uploaded while bidding and claiming EMD exemption and to be validated by the Buyer. Bidder to ensure that turnover for any of the financial years has not exceeded beyond limits prescribed in the certificate / Start Up scheme of DPIIT.
- iii. KVIC, ACASH, WDO, Coir Board, TRIFED and Kendriya Bhandar.
- iv. Sellers who have got their credentials verified through the process of Vendor Assessment by Vendor Assessment Agencies for the Tendered item/Primary Product / Primary Service for which Bid / RA has been invited and holding valid Vendor Assessment or Vendor Assessment Exemption Report / confirmation (Seller to upload VA report / VAE confirmation to be validated by the Buyer).
- v. Sellers / Service Providers holding valid BIS License for the Primary Product Category whose credentials are validated through BIS database and through uploaded supporting documents to be validated by the buyer.
- vi. Central / State PSUs.

**5. Validity:** Unless otherwise specified, EMD should be valid till 4 months and should be suitably extended by the tenderer as and when a request to do so is made.

**6. Forfeiture of EMD:** EMD submitted by the bidder shall be forfeited, if the bidder:

- i. Withdraws or modify or impairs or derogates from the bid in any respect within the period of validity of its bid; or
- ii. If it comes to notice that the information / documents furnished in its bid is false, misleading or forged; or
- iii. Fails to furnish requisite performance security within stipulated time required as per e-bid / RA conditions

**7. Interest on EMD:** No interest shall be payable on EMD by BSP. No request for adjustment of earlier dues in place of EMD requirement shall be entertained.

**8.** No change in the prescribed proforma Annexure-III/IV for Earnest Money is acceptable.

### III. SPECIAL TERMS AND CONDITION:

#### A) GENERAL TERMS AND CONDITIONS:

1. This proposal is for procurement of 130 T capacities BOF (SMS-II) Refractory, under supply cum application and subsequent maintenance basis, till the end of campaign.
2. The Bidders/their technical representatives are required to visit the Workplace site at Bhilai Steel Plant in person & may discuss with RED prior to bidding and give a declaration as under: "We have visited the BOF site (SMS-II) unit and understood all the details, including size and dimensional tolerances of each entity of the BOM pertaining to refractory of BOF. We have also inspected the Site and have observed and understood the working and maintenance of Tap Hole Slaves using the existing TML Make Tap hole drilling machine and the rock breaker which is also used for Converter Dismantling/Mouth-Jam-removal. We have observed and fully understood about the existing Converter Relining Platform & material feeding/lowering equipment, etc. & detail

s of repair methodology currently in vogue. We are in a position to deliver all materials required for BOF and shall also be able to execute the lining, tap-hole sleeve fixing and gunning application/maintenance as per the site conditions”

3. The contact person for any technical query is GM (RED-PP).
4. Following types of relining/repair shall be done in BOF.
  - a. Total relining of back-up safety & working lining refractory. It shall be carried out once at the beginning of each campaign.
  - b. Maintenance and supervision which shall include the following:
    - Gunning or patching of the BOF refractory lining as per requirement of Shop with mutual consent of vendor, however decision of shop shall be final.
    - Replacement of Tap Hole Sleeve shall be as per Shop requirement with mutual consent of vendor, however decision of shop shall be final.

No modification in BOF shell and other mechanical arrangement is allowed.
5. Bidder shall stand guarantee for 5000 heats per campaign for the BOF refractories supplied. Any heat tapped in to ladle from the BOF shall be considered as valid heat for payment. Apart from this the vendor shall stand guarantee for the following:
  - a. Minimum Guaranteed life of Tap hole Sleeve: Upon each repair and installation, tap hole sleeve life: 80 heats
  - b. Mother Sleeve – The guarantee for Mother Sleeve (installed during CR of Converter) shall be 120 heats. Whereas the Mother Blocks laid during the initial lining shall stand guarantee for the entire campaign of 5000 heats.
  - c. Purging Block: Minimum 3 purging blocks must function up to 2500 heats.

Blockage of purging plugs due to bottom build-up will be considered operational failure.
6. Delivery Required: Bidders shall confirm delivering the first set within 150 days and the second set within 240 days, from the date of placement of PO / LOA. However BSP reserves the right to regulate supplies and commencement based on requirement and shelf-life of materials. Party is required to submit finalized BOM within 15 days from date of issue of LOA. If party fails to submit finalized BOM within 15 days, a penalty of Rs. 5,000/- per day or part thereof, shall be levied and the same shall be indicated in the first performance certificate issued by BSP for deduction from the bills. The repair schedule and the first converter to be taken up (and the subsequent BOF) shall be informed to the Successful bidder.
7. Inspection: No Inspection – Procurement shall be on Performance Guarantee basis.
8. Party shall be allowed to sub-let the application part of the Work only with the written consent of the Employer (RED-BSP) and such consent if given shall not relieve the party from any liability or obligation under the contract and party shall be responsible for all the acts, defaults and neglects of any Sub-contractor, his agents, servants or workmen as fully as if they were the acts, defaults or neglects of the party his agents servants or workmen Provided always that the provision of labour on a piecework basis shall not be deemed to be a sub-letting under this clause.
 

The employer (Bhilai Steel Plant) shall not be liable for or in respect of any damages or compensation payable at Law in respect of or in consequence of any accident or injury to any workmen or other persons in the employment of the party or any sub-contractor save and except an accident or injury resulting from any act or default of the Employer (BSP), his agents or servants and the party shall indemnify and keep indemnified the Employer(Bhilai Steel Plant) against all such damages and compensation (save and except as aforesaid) and against all claims, demands, proceedings, cost, charges and expenses whatsoever in respect thereof in relation thereto. Successful bidder may change their Sub-let vendors twice during execution period of contract. In such condition, bidder shall give in writing the quantity of application activity to be ordered on next sub-let vendor by the bidder.
9. BSP reserves the right to cancel, or short-close the order quantity and make alternate procurement, if delivery commitment / performance of any Vendor are consistently poor at any point of time, at the risk and cost of the Vendor.
10. The decision for continuing of BOF in circulation / patching / tap hole changing / gunning / putting down for dismantling will be taken jointly by BSP and the Vendor. However, decision of BSP shall be final and binding on the Vendor.
11. Evaluation of total ranking shall be done on overall LCNITC per set basis as per Vendor's quote in terms of:
  - a. Cost per set (On LCNITC basis) which shall include refractory material for initial lining and maintenance up to achieving the Desired Guaranteed Life, as given in the Vendor BOM.
  - b. Application cost for rebuilding/new relining in Rs /set.
  - c. Maintenance/Application Cost in Rs. / Set for gunning and patching activities for achieving desired guaranteed life. Payment for Maintenance shall be paid only till achieving Desired

d Guaranteed Life and not beyond that. Maintenance shall be treated as Annual Maintenance Contract where consumable materials (such as patching, gunning, tap-hole sleeve, etc) required to run the converter successfully, beyond Desired Guaranteed Life, shall be arranged by the supplier on free of cost basis. However, party should indicate the maintenance material like patching, gunning, tap-hole sleeve, etc. required for achieving desired guaranteed life, separately along with BOM, which shall be part of the total BOM.

Note:

- a. Evaluation would be done on overall basis i.e. quoted value for material and quoted value for all the activities shall be clubbed together for evaluation purpose.
- b. Successful bidder needs to submit price break-up for cost of materials as per approved BOM, application cost and maintenance cost separately. During price break-up submission, party to clearly indicate the per Set Ex-Works price of the Material.

## B) PAYMENT TERMS:

1. The Performance Guarantee & Bonus-Penalty Clauses shall be applicable only on the supplied refractory material (ex-works basis), as per BOM (for initial lining).
2. Performance shall be evaluated per set basis only.
3. Payment Terms for material Cost:
  - a. Payment of 80% of the material cost (BOM quantity for initial lining) & 100% of taxes, freights and duties shall be released based on the receipt of the material at BSP stores.
  - b. Balance 20% payment of the material cost (BOM quantity for initial lining) shall be released after achieving the desired guaranteed life. Bonus/recoveries shall be duly adjusted at the time of final payment of every set at SAIL/Bhilai Steel Plant.
4. Payment terms for Application and maintenance activity :
  - a. 100% of the application activity for relining shall be released after initial installation of each converter upon certification by BSP.
  - b. Payment of maintenance activity shall be released on monthly basis upon certification by BSP; however payment for these activities shall be applicable on pro-rata basis (based on number of heats achieved during the month and Maintenance Cost/heat (Maintenance Cost/Desired Guaranteed Life)).
5. Vendor shall quote overall value and price of supply of material shall include freight and insurance etc. The Ex-works cost of BOM shall be clearly specified.
6. Bonus-Penalty Clause:
  - a. Desired guaranteed life, applicable Bonus & Penalty Clause for material :
    - a. Cost per Set of material (Ex-works basis) (BOM quantity for initial lining) --- Set Cost
    - b. Minimum Desired Guaranteed Life (DL) = 5000 Heats
    - c. Heat Cost = Set Cost / DL
    - d. Following shall be payment terms against life achieved :

| Life Achieved                     | Payment terms                                      |
|-----------------------------------|--|
| < (0.50 x DL)                     | NIL Payment  |
| > = (0.50 x DL) and < (0.60 x DL) | Heat Cost X 0.50 X Achieved Life                   |
| > = (0.60 x DL) and < (0.70 x DL) | Heat Cost X 0.60 X Achieved Life                   |
| > = (0.70 x DL) and < (0.80 x DL) | Heat Cost X 0.70 X Achieved Life                   |
| > = (0.80 x DL) and < (0.90 x DL) | Heat Cost X 0.80 X Achieved Life                   |
| > = (0.90 x DL) and < (1.00 x DL) | Heat Cost X 0.90 X Achieved Life                   |
| = DL                              | Set Cost   |
| >DL                               | Set Cost + Heat Cost X 0.50 X (Achieved Life - DL) |

Examples:

- Life achieved is 2499 Heats = NIL Payment
- Life achieved is 2600 Heats = Heat Cost X 0.50 X 2600

- Life achieved is 3149 Heats = Heat Cost X 0.60 X 3149
  - Life achieved is 3550 Heats = Heat Cost X 0.70 X 3550
  - Life achieved is 4250 Heats = Heat Cost X 0.80 X 4250
  - Life achieved is 4780 Heats = Heat Cost X 0.90 X 4780
  - Life achieved is 5000 Heats = Set Cost
  - Life achieved is 5500 Heats = Set Cost + Heat Cost X 0.50 X (5500-5000)
- e.** The BOF sets, removed from circulation because of non-refractory reasons such as mechanical/operational reasons etc. would be excluded while doing averaging. The average is calculated by taking the Life of all the BOF matured sets till date under the purchase order of respective vendor except those sets which have been put down below desired minimum guaranteed life due to reasons mentioned above. An average life of 4532.4 will be taken as 4532 heats and 4532.5 will be taken as 4533 heats. (Average life for payment purpose will be considered up to 1st place of decimal only).
- f.** In case of non-refractory failure, as in (B.5.e) above, the payment will be made for that BOF set either as per the actual life of that set, or desired guaranteed life, whichever is higher.
- g.** Following shall be applicable for mother tap-hole sleeve and repair tap-hole sleeve and bottom purging elements (if the failure is attributed to refractory reasons) :
- If achieved life of repair Tap-hole tube is equal or greater than 80 heats - no deduction
  - If achieved life of repair tap-hole-tube is below 80 heats and it is attributed to material, a lumpsum penalty of Rs. 20,000 shall be deducted for each instance. This shall be applicable till the end of the campaign.
  - If achieved life of Mother Tap-hole tube is equal or greater than 120 heats - no deduction
  - If achieved life of Mother Tap-hole tube is below 120 heats and it is attributed to material, a lumpsum penalty of Rs. 20,000 shall be deducted for each instance.
  - Following shall be applicable for Bottom purging element:  
No Purging in minimum 3 Blocks below 2500 heats - Rs. 1.0 Lac/pcs
- b.** Desired guaranteed life, applicable Bonus & Penalty Clause for Maintenance activities :
- a.** Maintenance Cost per Set --- As quoted by the vendor
  - b.** Minimum Desired Guaranteed Life (DL) = 5000 Heats
  - c.** Maintenance Cost / Heat = Maintenance Cost per Set / DL
  - d.** Payment = (Actual Life Achieved) x (Maintenance Cost / Heat)
- Note: Payment for maintenance activity shall be limited to DL of 5000 only.

Examples:

Maintenance Cost per set = Rs. A  
 Maintenance Cost / Heat = Rs. (A/5000)  
 Life Achieved 1500 Heats, Payment = Rs. (A/5000) x1500  
 Life Achieved 3000 Heats, Payment = Rs. (A/5000) x3000  
 Life Achieved 4501 Heats, Payment = Rs. (A/5000) x4501  
 Life Achieved 5500 Heats, Payment = Rs. (A/5000) x5000

- 7.** For any break-out (i.e. Metal Through) :
- a.** In case of Metal leakage during the BOF campaign attributed to refractory reasons leading to stoppages of BOF, an additional lumpsum penalty of Rs. Ten lakh (Rs.10,00,000/-) shall be imposed, for each instance.

**C) SET QUANTITY, LINING THICKNESS, QUALITY OF MATERIALS:**

- 1.** Bill of Material: Bidder shall submit list of all the quantities required for initial lining and maintenance activity separately, till the maturity of the campaign. Materials required for initial lining shall constitute the BOM, including Taphole sleeves, Gunning/Patching materials etc., till achieving Desired Guaranteed Life. Any material required to achieve DL beyond the BOM submitted, shall be arranged by the vendor on FOC basis. Materials required for maintenance activity beyond Desired Guaranteed Life, shall not be a part of BOM. Materials required for maintenance activity beyond Desired Guaranteed Life shall be supplied on Free of Cost (FOC) basis. Bidder shall submit BOM for initial lining, in order to achieve minimum guaranteed life (DL) keeping the working volume of the converters intact and same shall be binding on the vendor for supply, if approved.

- ed by BSP.
2. The Bill of Material for the initial lining will be indicated by Vendors and approved by BSP and that shall be binding on Vendor. Vendor has to ensure to supply the complete approved Bill of Material, on complete set basis. The quantities required for the maintenance activities shall be supplied by the supplier as or when required. Any additional quantity needed to achieve the campaign life of the set shall be supplied by Vendor free of cost.
  3. Party shall supply all necessary items such as repair tap-hole sleeves, patching materials, gunning materials etc. for achieving both up to the desired guaranteed life and to go beyond the DL till maturity, i.e. end of the campaign.
  4. All the left over items after completion of the order execution shall be considered as BSP material without any claim by the Vendor, if the material is the part of approved BOM (except FOC material). However, any left out material supplied on FOC basis shall be the vendor's property. Vendor shall be given maximum one-month period after completion of campaign, to take away FOC basis left out material. If the material is not taken out within one-month period, those left out material received on FOC basis, shall be BSP property.
  5. The Vendor has to maintain sufficient repair quantity (at least a stock of 1 month) at BSP stores and the same shall be communicated to BSP on monthly basis.
  6. In case of non-availability of gunning/brickbats or any other material of the vendor, BSP may provide gunning material, patching bricks etc. on cost recovery basis @ 2.0 times of the prevailing rates in BSP.
  7. Vendor has to ensure Converter availability of more than 22 hours/Day/Vessel. For running refractory maintenance (i.e. Gunning, tap-hole making, etc) maximum 2 hours/Day/Vessel, on monthly basis, shall be permitted. Beyond 2 hours, on an average monthly basis, a penalty @ Rs. 10,000.00 per hour shall be levied.  
E.g. If the monthly average time taken for maintenance for a particular converter is 2.2 Hours, then penalty of 0.2(i.e. 2.2 - 2.0) x 30 (no. of days in a month, say) = 6 Hrs x Rs. 10,000.00 = Rs. 60,000.00 (Sixty Thousand) shall be levied for that particular month for that particular converter.

**D) SCOPE OF VENDOR:**

1. Vendor shall supply the material as under:
  - a. Entire Working Lining (Magnesia Carbon Quality)
  - b. Entire Safety Lining (Magnesite or Equivalent Quality)
  - c. Initial Tap Hole Sets and Repair Tap Hole Sets of different length (as per Design), compatible with Tap hole drilling machine available with BSP
  - d. Basic Ramming Masses for initial Tap-hole & Repair Tap-hole
  - e. Gunning/patching Masses/brick-bats needed to maintain refractory profile throughout the campaign.
  - f. Bottom purging elements
  - g. Any other material required till the end of the campaign.
2. In case of outsourcing of the tap-hole tube/bottom purging element, back-up guarantee and installation shall be in the scope of the bidder.
3. If some of the component materials (other than Magnesia Carbon Refractories of Working lining) of the BOM are not manufactured by the bidder (like Safety Lining bricks, Monolithics, Tap Hole Tubes, Bottom Purging Elements etc.), the bidder may outsource all such material from the third Vendor and for such outsourced material, bidder shall stand guarantee for the same. However the Working lining Magnesia Carbon bricks needs to be manufactured and supplied by the bidder and outsourcing for this item is not allowed.
4. The material specification is indicative only. Vendor can bring better material for enhancing the life of BOF Sets. Any change in refractory lining pattern is also allowed without changing the working volume. However, Vendor shall take prior approval from BSP for any such change in lining/specification before implementing at site, without affecting material delivery and execution of work at site. Only one change in lining pattern and/or specification is permissible during the contract period subject to approval from BSP. Vendor shall take prior approval from BSP for any change in lining/specification after placement of PO.

5. All the items shall be palletized separately as per set quantity. Description of the item, quantity, PO No. and Date, Set Number/FOC, Vendor's name shall be clearly stamped on each pallet. All the monolithic items shall be supplied strictly in 25 Kg. bags and then palletized, with similar details as mentioned above along with manufacturing date, shelf life printed on each bag. All the bricks shall be stamped with item no. & Vendor's name. Complete packing list shall be provided by the vendor along with the sets.
6. Vendor is also required to submit separate packing list mentioning all the details (such as types of materials, no's of bricks, pallet no, set no. etc.) of the supplied material.
7. Refractory lining and maintenance of BOF shall be done on round the clock basis. The vendor has to maintain the availability of manpower alongwith supervisor as per requirement on round the clock basis throughout the campaign. Gunning/patching by refractory material shall be done by the vendor on a regular (if required after production of every heat) basis. Requirement of gunning/patching and change of tap-hole sleeve shall be decided mutually by the Vendor & BSP (SMS#2 Operation) Officials. However, the decision of BSP shall be final and binding on the Vendor.
8. Vendor shall deploy their Gunning/patching machine for the Converter. All necessary add-ons/accessories such as Hose pipes, connecting pipes, valves, flanges etc. shall be arranged by the Vendor. Continuous availability of the entire machine(s) shall be ensured by the Vendor and requisite maintenance of the same shall be done by deploying maintenance experts and providing proper spares for the same. If on any account the machine(s) is rendered ineffective or irreparable, the same shall be replaced by the Vendor without any delays.
9. Relining jobs are strictly to be performed as per the schedule given by BSP before start of the job. Normal repair schedule for capital repair of Converters in SMS#2 shall be provided by BSP.  
  
For any delay in lining activity for the reasons attributable to vendor, a penalty of Rs. 5000.00 / hr shall be levied.
10. For relining and running maintenance, all the tools, suitable tested lifting polyester webbing slings, tackles including pneumatic/electric breakers with chisels, pneumatic rammer, castable mixer, vibrator for the castable application, ladders, debris box, brick cutting M/c. including blades, formats etc. Wooden planks, wooden segment, portable Oxygen meter and CO Monitor, shall be arranged by the Vendor.
11. Vendors can either use the Relining Platform available with BSP (Free of Cost) or can bring in their own Equipment and Assembly for carrying out Converter Lining. However no additional cost shall be paid to the vendor if they chose to deploy their Equipment and Platform assembly. If vendor brings in their own Equipment and Assembly, the same shall have all safety features as per Converter requirement.
12. Vendors shall deploy their Fork Lifts at site for loading, unloading and shifting of all palletized refractory materials. Shifting of lining material and gunning/patching material at final application area from site shall be in scope of the Vendor. All Fork lift operators to be deputed by the bidder and these operators shall have valid HMV license.
13. Shifting of lining material and gunning/patching material at final application area from site shall be in scope of the Vendor.
14. SOP, HIRA, Safety Standards, Protocol and all other guidelines of converter lining to be followed strictly.
15. Overall housekeeping of the material & equipment, related to this contract shall be under the scope of bidder. No inflammable (packing) material shall be allowed to lie in the vicinity of Converter and the same has to be removed / disposed at the end of each shift during lining, as instructed by BSP officials. Housekeeping of Converter area and removal of debris/dump to designated places as per the direction of Executing authority, both during Capital repair and maintenance activities, shall be in the scope of the vendor. Party and their personnel shall ensure proper housekeeping and all inflammable materials and debris to be disposed in the designated areas as mentioned by OA/EA. In case of accumulation of debris, a penalty of Rs. 10,000/- for each instance shall be deducted. In case of any Fire incident or catching of Fire of the inflammable debris, a penalty of Rs. 25,000/- for each instance shall be deducted. Decision of OA/EA shall be binding on the party.

- 16.** Converter area is a Confined Space. Standards such as Confined Space, Work at Height, Permit to Work, Signage & Barricading, PPE, Illumination, etc. of BSP are applicable for this Metallurgical Unit. Vendor during application shall take care of all Safety Standards and Safety Norms of BSP and shall ensure 100% adherence to the same by all his personnel, while executing the repair and maintenance jobs. In case of any Safety violations, penalties shall be applicable as per BSP rules.
- 17.** Continuous monitoring of on-going converter lining work shall be done by the bidder. Bidder shall also look after the repair / maintenance, material stock at the site and advise BSP officers timely for arranging the materials from stores. Material shall be delivered at site by BSP.
- 18.** As Converter area is declared as confined space, during application, dismantling, relining & routine maintenance etc., continuous monitoring of gas levels using CO & O<sub>2</sub> gas monitors (with calibration certificate) round the clock is to be done by the Supplier and his Supervisors in each shift as per BSP Standards and the same is to be documented and records to be maintained till the end of all repair activities. Any delay in the above either due to absence of gas monitors or otherwise, job can be stopped by BSP authority and penalty of Rs. 10,000/- per shift (or part thereof) for each instance will be imposed and same will be deducted from next upcoming monthly bill. This shall be in addition to any delay in completing the repair activities within schedule as given in (9) above.
- 19.** At the end of lining, all left over lining material shall be neatly stacked and shifted using forklifts to the designated areas as advised by OA/EA at the earliest.
- 20.** Vendor shall draw the electricity, water, compressed air connection from the sources which exists at BOF SMS-II shop. Any extra facility like air compressor etc., if required, is to be arranged by the Vendor free of cost.
- 21.** Vendor has to furnish the pre-heating schedule for new BOF and monitor the preheating. Preheating of BOF shall be done with the existing available facility at BSP.
- 22.** Vendor shall depute skilled masons for carrying out refractory relining job during Converter Capital Repair. Also, personnel of the Vendor engaged in Tap-hole sleeve replacement should have the necessary experience in executing this critical job within the stipulated schedule given by BSP. Vendor shall also deploy Carpenters, Fitters, Electricians, and Telfer Operators etc for executing the refractory relining job of the Converter during Capital Repair. All such personnel shall be specialized in executing such jobs. Any welding/gas-cutting activity required during Tap Hole Mother Sleeve fixing is to be done by the vendor.
- 23.** General lighting in Converter area shall be provided by BSP, however, Fixtures and lights for working on the Platform and inside the Converter during lining activity shall be arranged by the Vendor. All such Electrical appliances used shall meet Standards and Safety Norms.
- 24.** Proper air-ventilation inside the Converter during lining activity shall have to be provided by the vendor.
- 25.** Responsibility for safe custody of the machine & materials at site.
- 26.** During repair and maintenance activity of converter, competent experienced/certified safety supervisor is required to be deployed on round the clock basis.
- 27.** Up to 20 Supervisors/ Contractors/ Engineers may be deployed by the vendor for execution of application activities.
- 28.** Party has to submit documents of bill of work, wages slips, Form-B, etc., on monthly basis to Contract Operating Authority (COA), in absence of which performance certificates will not be issued.
- 29.** Performance/execution records need to be maintained by the vendor.
- 30.** Online daily attendance feeding for deployed manpower is a must, failing to which, contractor must give written justification to the OA for each failure. Contractor shall depute one person for

feeding the attendance on daily basis (shift wise). Along with daily attendance feeding, all the manpower should undergo BAMS registration and attendance to be done in BAMS.

31. Safety records like Confined Space entry/exit register, PPEs register, Oxygen and Carbon Monoxide readings records, safety talk register etc. as per established safety standards of BSP, must be maintained on regular basis.
32. The supplier has to ensure proper illumination to carry out the lining and repair jobs. Illumination outside the Converter shall be provided by BSP and for working inside the Converter, it will be the sole responsibility of the supplier to ensure proper illumination in the area of work before start of the job.

**E) BSP'S SCOPE:**

- I. Providing storage space for refractory material at site.
- II. Existing tap-hole changing device along with operator shall be provided on FOC basis. Mouth jam removal and Converter dismantling is also under the scope of BSP. However, if vendor desires, they can bring Machine of their own and/ or operators for performing the above required activities.
- III. Transportation of refractory materials from BSP Refractory stores to Converter shop including loading (at Stores) on a free of cost basis. However, unloading of the same at Converter site, and reloading at end of lining to shift leftover materials to designated areas shall be in the scope of the bidder.
- IV. Providing services like water, electricity, compressed air, oxygen, nitrogen etc., available at shop at free of cost as per existing facilities. However, if vendor finds the pressure in the compressed air line is not sufficient, vendor may arrange his own Air Compressor machine at their own cost. Ventilation blower may be provided by BSP as per availability.
- V. All the mechanical repair/maintenance of the BOF vessel shall be carried out by BSP including Tap hole plate and top plates.
- VI. Performance of TCM would be monitored by BSP. Representatives of Refractory Engineering Department & SMS-II shall jointly issue performance certificate on monthly basis.

**F) STATUTORY REQUIREMENTS:**

1. All safety procedures, norms, standards etc. of BSP shall be followed including using of proper safety appliances inside the shop floor area by the workmen of the Vendor.
2. All procedures, conditions and statutory requirements shall be fulfilled which are in vogue at BSP with respect to engagement of manpower.
3. Penalties as imposed by the Safety Department of Bhilai Steel Plant, in case of violations of safety norms, shall also be applicable as per the prevailing norms of BSP.
4. Vendor shall ensure that adequate safety appliances as per BSP norms are made available to their employees, and take care of various safety aspects. BSP shall give basic safety training. Necessary Safety Appliances such as Safety Helmet, Safety Shoes, Safety Hand Gloves, Safety Goggles/Visors, Safety Dust Mask, Ear Plugs, Safety belt, fall arrester and Safety Coats etc. are a must for all Personnel of the Vendor working in the Application activity (Drilling, Tap hole tube fixing, Gunning and Relining etc.).



**G) SAFETY CLAUSES:**

1. All Safety and security rules applicable to BSP shall be applicable for this work.
2. The supplier has to ensure that all safety precautions are taken before starting of work and carrying out the job during the whole campaign period.
3. The supplier shall provide all PPEs (Personal Protective Equipment) to the workforce deployed under this contract as per BSP Standards.
4. The workforce deployed by the vendor for executing the repair jobs shall follow all BSP Safety Norms, SOP, HIRA, JSA and other Standards as applicable to Converter area. All safety appliances as mentioned in these documents shall be arranged by the Vendor. Any other safety appliance required to complete the job safely, shall also be arranged by the vendor, either as per requirement or as per instructions of OA/EA.
5. The workers who will be engaged working at heights shall have height pass with them. They will also use safety belts while working at heights. If violation to these conditions is found, then proper action shall be initiated to penalize according to BSP safety norms.
6. Before starting work, the party must get clearance from Safety Egg. Dept., Contract Labour Cell (CLC) and obtain the labour license form concerned Central/ State government agency for workman compensation and third party insurance.
7. It will be the sole responsibility of the supplier to ensure that the conduct and behavior of the contractor and workmen deployed by him is of desired level. Misconduct of the supplier's contractor and his workmen shall be viewed seriously and proper action shall be initiated against the supplier.
8. Safety talk in each shift and tool box talk for each and every activity to be ensured as per BSP's Safety standard. Record of the same is also to be maintained.
9. Safety Supervisors and Supervisors are must on round the clock basis for safe working, failing to which can be treated as violation of BSP safety norms and necessary action will be taken.
10. Party has to depute safety officer for observing all the job activities on 24x7 basis. Also, all the requisite documents, like PPEs distribution, daily safety talks, daily tool box talk, etc. to be maintained by safety officer.
11. Flex Signage and Job Safety Instructions regarding safe working practices and SOPs shall be made and displayed by the parties at the site.
12. If necessary, Safety Net for falling objects need to be arranged and fixed by the Vendor while executing the job at site.

**Executing Authority**

- a. RED shall be the Executing authority for initial relining.
- b. SMS-2 Operation Shall be the executing authority for intermittent gunning, patching, tap-hole sleeve changing, mouth jam removal and dismantling for cold repair.

**OTHER TERMS AND CONDITIONS SHALL BE AS PER BUYER UPLOADED ATC DOCUMENT. VENDORS KINDLY GO THROUGH THE SAME PRIOR TO SUBMITTING THEIR OFFER.**

**2. Buyer Added Bid Specific ATC**

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

## अस्वीकरण/Disclaimer

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.
15. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
16. 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 catalogs 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 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.

**All GeM Sellers / Service Providers are mandated to ensure compliance with all the applicable laws / acts / rules including but not limited to all Labour Laws 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. Any non-compliance will be treated as breach of contract and Buyer may take suitable actions as per GeM Contract.**

[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---**