

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	08-09-2025 12:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	08-09-2025 12:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	120 (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	Collieries Division
कार्यालय का नाम/Office Name	Collieries Division
कुल मात्रा/Total Quantity	100
वस्तु श्रेणी /Item Category	Alumino - Ferric (V2) Conforming to IS 299 (Q3)
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
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	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
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 बढ़ाने के लिए आवश्यक न्यूनतम सहभागी विक्रेताओं 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	7

बिड विवरण/Bid Details	
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	Yes
रिवर्स नीलामी योग्यता नियम/RA Qualification Rule	H1-Highest Priced Bid Elimination
क्रेता के लिए उपलब्ध आईटीसी/ITC available to buyer	Yes
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 Days
निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
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	5000

ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईपीबीजी प्रतिशत (%) /ePBG Percentage(%)	5.00
ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).	12

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित कैटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने है। एमएसई कैटेगरी 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 :

AGM(MM)
Collieries Division, Steel Authority of India Limited, Collieries Division, Ministry of Steel
(Keshab Chanda)

विभाजन/Splitting

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

एमआईआई खरीद वरीयता/MII Purchase Preference

एमआईआई खरीद वरीयता/MII Purchase Preference	Yes
--	-----

एमएसई खरीद वरीयता/MSE Purchase Preference

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

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. 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.

4. 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

If the buyer has mentioned MSE purchase preference in ATC then service provider is required to upload necessary documents for MSE purchase preference for verification by the buyer during evaluation.

Alumino - Ferric (V2) Conforming To IS 299 (100 container(s))

(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

[* जेम कैटेगरी विशिष्टि के अनुसार / As per GeM Category Specification](#)

विवरण/Specification	विशिष्टि का नाम /Specification Name	बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values)
Requirements	Grades	Grade 2 - Solid Form
	Form	Slabs
Packing & Marking	Packing Size	25 Kg

इनपुट कर क्रेडिट(आईटीसी) तथा रिवर्स प्रभार (आरसीएम)/Input Tax Credit(ITC) and Reverse Charge(RCM) Details

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

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

क्र.सं./S.N o.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	डिलीवरी अनुसूची /Delivery Schedule अनुबंध प्रारम्भ होने की तारीख से दिनों की संख्या में /(In number of days from contract start days)
----------------	--	-------------	---

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	डिलीवरी अनुसूची /Delivery Schedule अनुबंध प्रारम्भ होने की तारीख से दिनों की संख्या में /In number of days from contract start days)		
1	Uday Kumar Saw	828135,Chasnalla	मात्रा /Quantity	प्रारम्भ होने की तारीख से डिलीवरी /Delivery to start after	डिलीवरी _____तक पूरी कर ली जाए /Delivery to be completed by
			40	1	30
			20	85	90
			20	150	161
			20	190	210

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

1. Generic

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

2. Generic

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

3. Generic

Bidder shall submit the following documents along with their bid for Vendor Code Creation:

- Copy of PAN Card.
- Copy of GSTIN.
- Copy of Cancelled Cheque.
- Copy of EFT Mandate duly certified by Bank.

4. Generic

- The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of

buyer.

2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.

3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.

5. **Scope of Supply**

Scope of supply (Bid price to include all cost components) : Only supply of Goods

6. **Certificates**

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

7. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

ATC (ADDITIONAL TERMS & CONDITIONS)

Sl. No.	CODE/ BIN	Material Description (Including Technical Specification)	UOM	Indent ed Quantity
1	704 106 000 816 97	FERRIC ALUMINA (SLABS) OF APPROX 25 KG EACH CONFORMING TO IS: 299/89, IV VERSION (LATEST) GR-2 HAVING Al ₂ O ₃ - 15 % MINIMUM, ISI MARKED.	MT	100

-

SPECIAL TERMS & CONDITIONS

- 1. Scope of PO:** - Supply.
- 2. Basis of Tender Evaluation:** - On Overall L-1 Basis.
- 3. Delivery Place:** - F.O.R Destination basis at Central Store, Chasnalla Colliery.
- 4. Loading and unloading:** - Loading and unloading will be Vendor's own responsibility.
- 5. Delivery Schedule:** - 40 MT $\pm 10\%$ within 30 (Thirty) days from the date of PO and rest @ 20 MT $\pm 10\%$ at the beginning of each quarter thereafter. However, the tenderer should indicate the earliest delivery schedule for our consideration and acceptance.
- 6. Quantity Tolerance:** - **YES (+10 %)**
- 7. Party has to supply the complete package including insurance & packing -forwarding as per specification attached.**

8. Inspection Clause: -

- A.** If required the SAIL - CD may inspect the materials at the supplier's premises.
- B.** Supplier shall be solely responsible for the quality of the materials supplied.
- C.** However, final inspection will be at the Consignee's end.

9. Material Test Certificate: - YES

- a) Test report regarding percentage (%) of Al_2O_3 from Manufacturer / Govt. Lab / NABL accredited lab.
- b) Material Safety data and Biodegradability Certificate should be submitted along with the material in each LOT.

10. Payment Terms: - 100 % Payment will be released within 30 days against material receipt and acceptance (GRN) at site in full quantity and in good condition subject to the receipt and acceptance of Security Deposit for **5 % (five percent) of Purchase Order value (excluding GST) which should remain valid for a period of 12 (Twelve) months and 03 (Three) additional months of claim period.**

11. Any faulty supplied item has to be replaced by the party free of cost within 30 days.

12. Security Deposit: The party shall submit Security Deposit for **5 % (five percent) of the PO value excluding GST in the form of Bank Guarantee (from any Nationalized /Schedule Commercial bank), Cash Voucher, Pay Order, Demand Draft and Banker's Cheque in favour of SAIL-Collieries Division. The party shall submit the Security Deposit within 2 (two) weeks from the date of issue of PO in favour of SAIL-Collieries Division. The Bank Guarantee is to be submitted in the prescribed format as per **Annexure-I**. The Security Deposit shall remain valid for a period of **12 (Twelve) months and 03 (three) additional months as claim period**. The Security Deposit in the form of cash voucher can also be remitted online in the form of NEFT/RTGS to the bank account details of SAIL-CD indicated as under: -**

ACCOUNT HOLDER'S NAME: STEEL AUTHORITY OF INDIA LIMITED,
COLLIERIES DIVISION, CHASNALLA
BANK & BRANCH : STATE BANK OF INDIA, CHASNALLA,
PO : CHASNALLA, DHANBAD, JHARKHAND
BANK ACCOUNT NUMBER: 30449188115
IFSC CODE : SBIN0010777.

13. Eligibility Criteria: -

- a) Manufacturer / Authorized Dealer/ Channel partner can participate for the above-mentioned item to be procured. Submission of Authorization Certificate by the Dealer so authorized has to be submitted by the bidder along with the Techno Commercial Bid.
- b) **Experience Criteria:** - The intending supplier should have experience of having successfully e

executed order/s (as mentioned below) during the last 05 (Five) years ending the last day of the month previous to the one in which tender offers are invited, as below: -

One completed order for “Supply of at least 20 MT of Ferric Alum (Slab).”

NOTE: Here “Similar” will mean “Ferric Alum (Slab)”. For proof of supply experience, the Tenderer is required to submit along with his Techno-Commercial Bid the duly self-attested with official seal copies of Purchase Order(s) with corresponding Supply Challan & Invoices/ Supply Completion Certificate from the Customer. The Tenderer should have preferably supplied materials to Government Organizations, PSUs or Public Limited Companies.

- 14. Financial Turnover Criteria:** The intending Supplier should submit ITCC (Income Tax Clearance Certificate) and audited Financial Statement (Balance Sheet & Profit & Loss Account) and financial turnover of last 3 (Three) financial year ending on **31st March 2024**. The document submitted by should be in the name of the participating tenderer, issued by Chartered Accountant. The statement must contain Unique Document Identification Number (UDIN) and Membership Number of the Chartered Accountant.

NOTE: The Financial Turnover during any of the Financial Years under consideration should not be zero. For proof of Financial Turnover, the Tenderer is required to submit with his Techno-Commercial Bid the audited Financial Statement (Profit & Loss) A/C s or Income & Expenditure Statement along with Balance sheet / TDS Certificate / Certificate of Turnover from Chartered Accountant (with UDIN).

- 15. Liquidated Damages for delay in delivery / commissioning - If the Seller/Service Provider fails to deliver any or all of the Goods/Services within the original/re-fixed delivery period(s) specified in the contract, the Buyer will be entitled to deduct/recover the Liquidated Damages for the delay, unless covered under Force Majeure conditions aforesaid, @ 0.5% of the contract value of delayed quantity per week or part of the week of delayed period, until actual delivery or performance, as pre-estimated damages not exceeding 5% of the total contract value without any controversy/dispute of any sort whatsoever. However, in case of inordinate delay maximum deduction shall be 10% of the total contract value.**

Note: Inexcusable delays of more than one-fourth (25%) of the completion period specified in the contract shall be treated as inordinate delay(s).

SAIL reserves the right to cancel the order or make alternative purchase of the materials of similar description from elsewhere at the risk and cost of the supplier duly giving an advance notice of 15 days to this effect and in such an event the seller / successful Bidder will be liable to pay any losses that may be incurred by the buyer.

- 16. Force Majeure: -In the event of either or both the parties**

hereto is/are prevented from discharging its/their obligation(s) under the Contract by reason of one or more of the events such as arrest(s), restraint(s) by Government or people, blockade(s), revolution, insurrection(s), mobilization(s), strike(s), lockout(s), civil commotion(s), riot(s), accident(s), act(s) of God, destruction of material by fire, flood, tempest, earthquake or other natural calamities or on account of any other act(s) beyond the control of the parties to this Contract, the time of delivery shall be extended by the period equal to the period of delay/constraints occasioned by one or more of the aforesaid Force Majeure conditions.

On the occurrence of any of the above Force Majeure conditions, the party concerned shall notify the other party in writing of such occurrence(s) within 10 days of occurrence (s) stating therein: -

- i) The date of such occurrence (s) of Force Majeure disability
- ii) The nature of such Force Majeure disability along with a certificate from the appropriate Statutory Authority and/ or Chamber of Commerce of the concerned State certifying the fact of the Force Majeure conditions operating during the relevant period.

In the event of Supplier invoking the Force Major condition(s), the Purchaser shall have the option to cancel the contract for reasons of any or all of the Force Major conditions notified by the Supplier without being liable to pay any compensation whatsoever to the Supplier.

17. Arbitration: -

As per standard Arbitration Clause mentioned in General Conditions of Contract (SAIL – P1 can be downloaded from www.sailtenders.co.in)

18. EARNEST MONEY DEPOSIT (EMD) OR BID SECURING DECLARATION (IN LIEU OF EMD)

The following are to be clearly indicated / confirmed / submitted as per tender terms and conditions in this part: -

i. Earnest Money of **Rs.5,000/- (Rupees Five Thousand only)** is to be deposited through online transfer mode in the form of NEFT, RTGS.

The bank account details of SAIL-CD are as below:

ACCOUNT HOLDER'S NAME : STEEL AUTHORITY OF INDIA LIMITED,
COLLIERIES DIVISION, CHASNALLA

BANK & BRANCH : STATE BANK OF INDIA, CHASNALLA, 828135

BANK ACCOUNT NUMBER : 30449188115

IFSC CODE : SBIN0010777

- ii. The Earnest Money can also be submitted by the tenderer in the form of Demand Draft / Banker's Cheque / Bank Guarantee / Fixed Deposit Receipt from any scheduled Commercial Bank except Co-operative and Gramin Bank in favour of '**SAIL - CD**' and payable at **Dhanbad**.
- iii. Micro & Small Enterprises (MSEs) / Public Sector Units (PSUs) / Government Undertakings and Co-operative Societies/ Start-ups as recognized by Department for Promotion of Industry and Internal Trade (DPIIT) etc. **may be exempted** from submission of Earnest Money Deposit (EMD) as per extant Government Policy. For MSEs, the exemption from submission of Earnest Deposit will be extended on the basis of submission of the following valid notarized / self - attested copy of certificate:
 - (a) Self- certified copy of Udyam Registration Certificate (URC);
 - (b) The concerned MSE is registered in the MSME databank and
 - (c) MSE is registered for the given scope of job/ procurement.
- iv. The Earnest Money provided by the tenderers along with the tenders shall be returned to the unsuccessful tenderers within fifteen (15) days from the date of issue of Purchase Order.
- v. In the event the tender of any party is rejected during the course of Techno - Commercial Scrutiny and Evaluation, the Earnest Money shall be returned to such tenderer within seven (07) days from the date of rejection of its offer.
- vi. **The Earnest Money is liable for forfeiture if the tenderer withdraws its offer within the validity period.**
- vii. Refund of Earnest Money Deposit to the successful tenderer only, will be done on submission of Security Deposit (SD)/Performance Guarantee (PG) by way of NEFT / RTGS / Bank Draft / Bank Guarantee. Failure on the part of the successful tenderer to furnish the Security Deposit/ Performance Guarantee will result in forfeiture of Earnest Money Deposit.
- viii. The bidders who want exemption from submission of EMD shall have to submit duly filled in **Bid Securing Declaration** (in lieu of EMD) **as well as the supporting exemption certificates as mentioned at clause (iii) above mandatorily or otherwise the tender shall be summarily rejected.**
- ix. The prescribed format of Bid Securing Declaration (in lieu of EMD) is placed vi

de **Annexure - II** of the tender documents. Those bidders/ tenderers who opt for exemption from submission of EMD, must submit duly filled in Bid Securing Declaration (in lieu of EMD) along with the supporting exemption certificates as per clause (iii) above.

- x. **Tenders without the Earnest Money Deposit (EMD) or Bid Securing Declaration (In lieu of EMD) along with the supporting exemption documents shall be summarily rejected.**

E-I

ANNEXURE

FORMAT FOR BANK GUARANTEE FOR SECURITY DEPOSIT

(To be executed on non-judicial stamp paper of appropriate value)

(Name of Bank)

Guarantee No. _____ dated _____

Date of expiry _____

Limit of liability Rs. _____

Contract/Bid Ref. No. _____ dated _____

For (Name of work) _____

A/c Messers _____

(The Contractor)

Address : _____

Subject : SECURITY DEPOSIT GUARANTEE dated _____

TO

STEEL AUTHORITY OF INDIA LIMITED,

COLLIERIES DIVISION,

Name of Mines _____

Dear Sirs,

In consideration of your having agreed under the terms and conditions of Contract No. _____ dated _____ made between M/s _____ (hereinafter referred to as "The Contractor") and Steel Authority of India Limited, Collieries Division, _____ (Name of Mines) (hereinafter referred to as the "Purchaser") for _____ (hereinafter referred to as the "said Contract") to accept a deed of guarantee as herein provided for Rs. _____ (Rupees _____ only) in lieu of Security Deposit to be made by the Contractor for due fulfillment by the said Contractor on the terms and conditions including the guarantees and warranties contained in the said contract, we _____ (Name of Bank) _____ do hereby covenant and agree with you as follows :-

1. We undertake to indemnify you and keep you indemnified to the extent of Rs. _____ (Rupees _____ only) from and against any or all losses, damages, costs, charges and expenses that may be caused to or suffered by you by reason of any breach or breaches on the part of the Contractor in due performance of the said contract or fulfillment of any of the terms and conditions in the said contract and /or stipulations relating thereto in accordance with the true intent and meaning thereof and in the event of the Contractor committing any such breach or breaches, we shall forthwith, we shall forthwith on demand pay to you such sum or sums not exceeding in total the said sum of Rs. (Rupees only) as may be claimed by you as your losses, damages, costs, charges and expenses by reason of such breach or breaches on the part of the Contractor.

2. We, _____ (Name of Bank) do hereby expressly, irrevocably and unreservedly undertake to pay to you on your written demand and without demur, an amount not exceeding Rs. _____.

3. Your decision as to whether the Contractor has committed any such breach or breaches as aforesaid and the amount or amounts to which you are entitled by reason thereof shall be binding on us and we shall not ask you to establish your claim or claims under this guarantee but shall pay the same unconditionally on demand and without demur to the extent aforesaid.

4. This guarantee shall take effect immediately and shall remain in full force and effect until it is released by you on application by the Contractor after expiry of the relative guarantee period as provided in the said Contract or after expiry of one year from the date of cancellation of the said Contract, as the case may be, and after the Contractor has discharged all their obligations under the said Contract and produced and produced a certificate from your Purchase Officer/ Engineer-in-charge, certifying the due completion of the work under the said contract and submitted a "No Demand Certificate". Provided always this guarantee shall in no event remain in force after the date of _____, with a claim period of 6 (Six) months, without prejudice to your claim or claims arisen and demanded from or otherwise notified to us in writing on or before the said date which shall be enforceable against us notwithstanding that the same is or are enforced after the said date. Should it be necessary to extend the period of this guarantee beyond the said date on account of any extension of time being granted by you to the Contractor in respect of completion of the works under the said Contract or otherwise, we undertake to extend the period of this guarantee on your request till such time as may be required by you.

5. You shall have liberty without affecting this guarantee to postpone for any time or from time to time any of your rights or powers against the Contractor and either to enforce or forbear from enforcing any of the terms and conditions of the said Contract and we shall not be released from our liability under the same presents by any exercise of your liberty with reference to the matters aforesaid or by reason of any time being given to the Contractor for completion of the works under the said Contract or any other forbearance, act or omission on your part or any indulgence by you to the Contractor or by any variation or modification of the said Contract or any other act, matter or thing whatsoever which under the law relating to Sureties would but for the provisions hereof have the effect of so releasing us from our liability hereunder. Provided always nothing herein contained will enlarge our liability hereunder beyond the limit of Rs. _____ (Rupees _____ only) as aforesaid or extended the period of this guarantee beyond the said _____ day of _____ 20____ unless expressly agreed to by us in writing.

6. All compositions and payments that may be received by you from the Contractor or any person, firm or Company whomsoever for on account of the Contractor in any way in respect of the said Contract shall be regarded as payments in gross and you will be entitled to prove against the assets of the Contractor should the Contractor be wound up, dissolved or declared insolvent in respect of the whole of the Contractor's indebtedness to you without any right on our part to stand in your place in respect of or to claim the benefit of such composition or payments or any security that may be held by you until you shall have received the full amount of your claims against the Contractor.

7. This guarantee shall not in any way be affected by your taking or varying or giving up any securities from the Contractor or any other person, firm or Co

company on its behalf or by the winding up, dissolution, insolvency or death, as the case may be, of the Contractor.

8. In order to give full effect to the guarantee herein contained you shall be entitled to act as if we were your Principal Debtors in respect of all your claims against the Contractor hereby guaranteed by us aforesaid and we hereby expressly waive all our suretyship and other rights, if any, which are in any way inconsistent with the above or any other provisions of this guarantee.

9. Subject to the maximum of our liability as aforesaid this guarantee will cover all your claim or claims against the Contractor from time to time arising out of or in relation to the said contract and in respect of which your demand or notice in writing be issued on us before the date of expiry of this guarantee mentioned above, with a claim period of 6 (Six) months.

10. This guarantee and the powers and provisions herein contained are in addition to and not by way of limitation of or substitution for any other guarantee or guarantees heretofore given to you by us (whether jointly with others or alone) and now existing un-cancelled and that this guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.

11. We shall pay the amount of bank guarantee on your demand whether the factum of occurrence of breach/ violation of the terms & conditions of _____ (tender/ contract) _____ has been mentioned or not in your notice for encashment of the said bank guarantee.

12. This guarantee during its currency shall not be revocable by us except with your previous consent in writing.

13. This guarantee shall not be affected by any change in our Constitution or of the Contractor nor shall it be affected by any change in your constitution or by any amalgamation or absorption thereof or therewith but will ensure for and be available to and enforceable by the absorbing or amalgamated company or concern.

14. We have power to issue this guarantee and the undersigned has full powers to sign this guarantee on our behalf under power of attorney dated _____ granted to him.

15. Notwithstanding what is stated hereinabove, our liability under this bank guarantee is restricted to Rs. _____ (Rupees _____ only). This bank guarantee shall remain in force up to _____ (date). Unless a demand or claim is made on us in writing on or before expiry of the claim period of 6 (Six) months from that date, we shall be discharged from all liabilities under this bank guarantee thereafter.

Yours faithfully,
for and on behalf of

(Name of Bank)

Dated : This _____ date of _____ 20.

ANNEXURE-II

Bid-Securing Declaration
(In lieu of EMD)

To:
M/s. Steel Authority of India Ltd.,
Collieries Division,
Chasnalla, Dhanbad,
Jharkhand-828135.

I/We*, the undersigned, declare that:

I/We* understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration in lieu of Earnest Money Deposit.

I/We understand that if I/We withdraw or modify our Bids during the period of validity, or if I/We are awarded the contract and I/We fail to sign the contract, or to submit a performance security before the deadline defined in the request for bids document, I/We will be suspended for the period of one year from being eligible to submit Bids for all future contracts.

I/We* understand this Bid Securing Declaration shall cease to be valid if I am/we are* not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our* Bid.

Signature:
.....
(Signature of person whose name and capacity are shown)

In the capacity of:.....
.....
(Legal capacity of person signing the Bid Securing Declaration)

Name:.....
.....
(Complete name of person signing the Bid Securing Declaration)

Duly authorized to sign the bid for and on behalf of:.....
.....
(Complete name of Bidder)

Dated on day of,
.....
(Date of signing)

Corporate Seal (where appropriate)

ANNEXURE-III**MANDATE FORM FOR RECEIVING OF PAYMENT IN ELECTRONIC MODE**

1	PARTICULARS OF EMPLOYEE/ VENDOR / SUPPLIER/ CONTRACTOR / INVESTOR/ CUSTOMER I OTHER (Please specify)	
A	NAME	
B	ADDRESS	
C	EMAIL	
2	PARTICULARS OF BANK ACCOUNT	
A	BANK NAME	
B	BRANCH NAME	
C	ACCOUNT NUMBER (Full)(As required for electronic payment/ EFT / RTGS / SEFT)	
D	BANK ADDRESS WITH TELEPHONE NO.	
E	BRANCH CODE, if any	
F	9-DIGIT CODE NUMBER OF THE BANK & BRANCH, WHEREVER AVAILABLE (Appearing on the MICR CHEQUE issued by the bank) (Enclose a copy of cancelled cheque)	
G	ACCOUNT TYPE (S.B.Account/ Current A/C or Cash Credit)	
H	LEDGER NO/ LEDGER FOLIO NO.	
I	IFSC CODE FOR NEFT	
J	IFSC CODE FOR RTGS	

I hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I would not hold SAIL responsible. I have read the option, invitation letter and agree to discharge responsibility expected of me as a partic

ipant under the Scheme.

Signature of the Investor / Customer / Employee/
Vendor/ Supplier/ Contractor, with seal of the firm

Date:

Name and Address

Certified that the particulars furnished above are correct as per our records

Signature of the Authorized official from the Bank

Signature & Date:

Name & Designation:

ANNEXURE-IV

FORMAT FOR UNDERTAKING TO BE SUBMITTED BY THE AUTHORIZED SIGNATOR Y OF THE BIDDER ON ITS LETTER HEAD ALONG WITH THE TENDER DOCUMENTS

I (Name and Designation) duly authorized to
sign the bid for and on behalf of M/s
..... (*herein after called the bidder*) for the purpose of Tender No./BID No.
..... **dated** of Collieries Division-BSL, SAIL, Chasnalla do hereby sol
emnly affirm and state, on the behalf of the bidder including its constituents, as under:

I/We have read the contents of the above-mentioned tender carefully and understand that my/
our offer will be evaluated based on the documents/ credentials submitted along with the offer
and same shall be binding upon me/us. I/We undertake and warrant that in relation to the afore
said tender, our bid was developed genuinely, independently and made with the intention to ac
cept the Contract, if awarded.

1. BID SECURING DECLARATION:

I/ We agree that if I/We withdraw or modify our Bid during the period of validity, or if I / We are a
warded the contract and I/ We fail to sign the contract, or to submit a performance security befo
re the deadline defined in the request for bids document, I/We will be liable to be suspended for
a period of **six months** from being eligible to submit bids against all future tenders of Collieries
Division-BSL, SAIL, Chasnalla.

2. UNDERTAKING FOR NON-COLLUSIVE TENDERING:

I/We undertake and warrant that our bid was not prepared with any agreement, arrangement, c
ommunication, understanding, promise of undertaking with any person (including any other bid
der or competitor) regarding:

- i) prices;
- ii) methods, factors or formulas used to calculate prices;
- iii) an intention or decision to submit a bid;

- iv) an intention or decision to withdraw a bid;
- v) the submission of bid that does not conform with the requirements of the tender;
- vi) the quality, quantity, specifications or delivery particulars of the products or services to which this tender relates; and
- vii) the terms of the bid, and we also undertake that we will not, prior to the award of the Contract, enter into or engage in any of the foregoing.

3. AUTHENTICITY OF DOCUMENTS SUBMITTED FOR BID EVALUATION:

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

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

4. RELATIONSHIP WITH ANY EMPLOYEE WORKING IN PLANT / UNIT CONCERNED ORDERING SAIL INCLUDING ITS SUBSIDIARIES:

a) I/We hereby declare that the Proprietor or any Partner of the Company or Director of our company has no relationship (within the meaning of Section-2 (77) of the Companies Act 2013) with any employee working in Plant/Unit _____ SAIL, Place _____ /any of the Directors of SAIL including its subsidiaries

OR

I/We hereby declare that the following Proprietor/Partner/Director of our company (has relationship (within the meaning of Section-2 (77) of the Companies Act 2013) with following employee working in Plant/Unit _____ SAIL, Place _____ / Directors of SAIL including its subsidiaries:-

Name of Proprietor/ Partner/ Director of our company	Name of SAIL employee/ Director of SAIL	Type of relationship
1.		
2.		

(Strike-off the portion which is not applicable)

b) I/We further declare that if the contract is awarded to me/us, I/we shall inform if any of my/our relative(s) as defined above, join/joins the Plant/Unit concerned or joins as Director of SAIL including its subsidiaries at any time subsequent to the award and during continuance of the contract.

5. ANTI BRIBERY MANAGEMENT SYSTEM (ABMS) DECLARATION:

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

6. MINIMUM LOCAL CONTENT AS APPLICABLE & LAND BORDER SHARING REQUIREMENTS, IF APPLICABLE:

I/ We declare that I/We comply with the provisions of the revised Public Procurement (Preference to Make in India), Order 2017 dated 16.09.2020, as amended from time to time and also comply with the provisions of DoE Order dated 23.07.2020 with respect to the compliance related to land and border sharing requirements and subsequent amendments thereto as applicable, on the date of submission of tender and at the time of Placement of Contract.

7. CONFLICT OF INTEREST (IF APPLICABLE):

I/We undertake that we shall not make any improper use of information obtained from the Purchaser with intent to gain unfair advantage in the Tender Process or for personal gain including that of our affiliates and that I/we shall Suo-moto proactively declare any conflict of interest (coming under the definition mentioned above - pre-existing or as soon as these arise at any stage)

in any Tender Process or execution of the contract. I/We understand that failure to do so shall amount to a violation of the code of integrity.

8. I/We declare that I /We have disclosed any previous transgressions of code of integrity with any entity in any country during the last three years or of being debarred by any other procuring entity in our bid documents. Failure to do so would amount to violation of the code of integrity.

9. I/We undertake that we have read, understood and accepted the General Terms and Conditions of contract of Purchase (SAIL-P1) or General Terms and Conditions of Contract for Procurement of services (SAIL S-1), as applicable and shall be binding on us in addition to other terms and conditions mentioned in the tender document.

Seal and Signature of Authorized Signatory

8. 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---